2350

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers

AGREEMENT NO. 71-306

VOL. 970 52
RECORDED IN THE OFFICIAL RECORDS OF
COUNTY of YOLO
FEB 5 1971
AT 30 Min. Past 4 O'Clock P.M.
YOLO COUNTY, CALIFORNIA
Fee $ 2.00

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between DUDLEY R. EDGAR

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 37, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 52

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Dudley R Edgar
2111 - Foothill Blvd. Oakland, CA 94603
ALAMEDA
COUNTY

Micro Fiched

Micro Fi

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Lorigan Jr
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

Dudley R Edgar

BOOK 970 PAGE 53

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____

LAURENCE P. HENIGAN, COUNTY CLERK

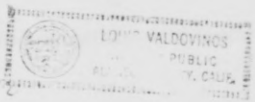
BOOK 970 PAGE 54

STATE OF CALIFORNIA)
) ss.
COUNTY OF Alameda)

On this 25 day of July, 1970, before me, Louis Valdovinos, a Notary Public, in and for said County and State, residing therein, duly commissioned and sworn personally appeared DUDLEY R. EDGAR, known to me to be the person whose name is subscribed to the within Instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

s/ Louis Valdovinos
Notary Public in and for said
County and State of California.
My Commission expires: August 19-72



Micro Fiched

GUARANTEE

68 20720

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62435 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

JOHN YOUNG, ATTORNEY AT LAW

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of July 9, 1970 at 5:00 p.m. , in the County of Yolo, State of California

ADDITION TO PRESERVE 37

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Young Secretary

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62435 Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

Dudley Edgar

Title Vests: Dudley R. Edgar

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Parcel No. 5 of S. P. Russell Lands in the Northeast Quarter of Section 4, Township 9 North, Range 1 West, M. D. B. & M., according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, in Book 4 of Maps and Surveys, at page 100.

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NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 21-370-26, Code Area 62-019.

NOTE: This Guarantee is limited to the above described property.

BOOK 970 PAGE 57

ADDITION TO PRESENT 27

CLTA GUARANTEE FORM NO. 11-1968

23980

AGREEMENT NO. 71-307

(Endorsed) Filed 3-8-71
LAURENCE P. HENICAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between Columbus Baldo and Edith B. Baldo

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Filmed

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 8, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

COLUMBUS BALDO & EDITH E. BALDO
2 Star Court
Berkeley, Cal

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Spigarsi Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

X Columbus Baldo
Edith E. Baldo

OFFICIAL SEAL
RUTH C. GIOVANETTI
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires April 9, 1972

Ruth C. Giovanetti
Witnessed

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By: A. Deputy

Micro Filmed

State of California
County of Alameda } ss

— ACKNOWLEDGMENT—General —

On this 23 day of July A. D. 19 70 before me, Ruth C. Giovanetti a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared

known to me to be the person whose name subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

OFFICIAL SEAL
RUTH C. GIOVANETTI
NOTARY PUBLIC — CALIFORNIA
ALAMEDA COUNTY
My Commission Expires April 9, 1972

Ruth C. Giovanetti
Notary Public in and for said County and State of California

My Commission Expires

Form GA — Sam Hopkins Legal Forms Printing Service, 2328 Fruitvale Ave., Oakland, Calif.

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Assessor's Parcel
No. 18-430-28
18-430-59

a California corporation, does hereby guarantee

Columbus Baldo
3 Eton Court
Berkeley, California 94705

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

COLUMBUS BALDO and EDITH E. BALDO, his wife as joint tenants, by deed recorded September 25, 1964 in Book 773 of Official Records page 294, IRS $1.65, as to PARCEL NO. 1; and COLUMBUS BALDO and EDITH E. BALDO, by patent

Recorded July 1, 1968

Document No. 6892 in Book 885 of Official Records page 71

I.R.S. $ none

Micro Fiched

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

PARCEL NO. 1: The southwest quarter of the Northeast quarter of Section 20, Township 11 North, Range 3 West, M.D.B. & M.

PARCEL NO. 2: The North half of the Southeast quarter of the Northwest quarter and the North half of the South half of the Southeast quarter of the Northwest quarter of Section 20 Township 11 North, Range 3 West, M.D.B. & M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 17, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

ADDITION TO PRESERVE 8

Attest: [signature] SECRETARY

"Exhibit A"

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-308

Filed 3-8-71
LAURENCE P. HENICK, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between Columbus Beldo and Edith A. Beldo

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 74, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Filmed

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

COLUMBUS BALDO & EDITH E. BALDO
5 Etna Court
Berkeley, Cal

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espigares Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

X Columbus Baldo
Edith E. Baldo

Keith C. Gwinnett
Witnessed:

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

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LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
Deputy

STATE OF CALIFORNIA)
)

State of California
County of Alameda } ss

— ACKNOWLEDGMENT—General —

On this 23 day of July A. D. 1970 before me, Ruth C. Giovanetti a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared _____

OFFICIAL SEAL
RUTH C. GIOVANETTI
NOTARY PUBLIC — CALIFORNIA
ALAMEDA COUNTY
My Commission Expires April 5, 1972

known to me to be the person whose name _____ subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Ruth C. Giovanetti
Notary Public in and for said County and State of California

My Commission Expires _____

Form GA — Sam Hopkins Legal Forms Printing Service, 2328 Fruitvale Ave., Oakland, Calif.

BOOK 9710 PAGE 64

RO 8441-056B

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Assessor's Parcel
No. 18-182-01
18-290-10
18-640-03

a California corporation, does hereby guarantee

Columbus Baldo
3 Eton Court
Berkeley, California 94705

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

COLUMBUS BALDO and EDITH E. BALDO, his wife as joint tenants, by deed recorded October 9, 1969 in Book 923 of Official Records at page 548, IRS $14.30, as to PARCEL NO. 1; and COLUMBUS BALDO and EDITH E. BALDO, his wife as joint tenants,

Deed Recorded October 25, 1967

Document No. 10608 in Book 866 of Official Records page 25

Micro Fiched

I.R.S. $ None

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT A ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 17, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

ADDITION TO PRESERVE 74

Attest: _____
SECRETARY

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT A
8441-056B

PARCEL NO. 1:

Lots 5 and 6, in Block 9 of the Townsite of Rumsey, as shown on the map thereof, filed in the office of the Yolo County Recorder, on July 18, 1892 in Book 1 of Maps at page 1.

PARCEL NO. 2:

Lot 2 of the Northeast quarter of Section 13, Block lettered "L" of Rumsey tract; the Southwest quarter of the fractional Northeast quarter of Section 13, Township 12 North, Range 4 West., also beginning at a point at the quarter section corner between Section 18, Township 12 North, Range 3 West., and Section 13, Township 12 North, Range 4 West, and running thence North on the Township line a distance of 410.7 feet, to a point intersecting the grant line; thence South 38° East 229 feet to a point intersecting Block "M" of the Rumsey Tract; thence South 57° West 137.4 feet to the Northwest corner of said Block "M"; thence South 33° East 123 feet along the boundary line of said Block "M"; thence South 61° 33' West 115 feet to the point of beginning; being a part of Lot 1 of Section 18, Township 12 North, Range 3 West. M.D. B. & M.

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2382

BOOK 970 PAGE 66

2353

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

VOL. 970 PAGE 67
OFFICIAL RECORDS OF
COUNTY of YOLO
FEB 26 1971
At 30 Min. Past 4 O'Clock P.M.
YOLO COUNTY, CALIFORNIA
Fee $ -0- Recorded

AGREEMENT NO. 71-309

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between CLARK M. DAVIS & EDITH DAVIS

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

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W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 30, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 67

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 28th day of July in the year one thousand nine hundred and Seventy before me, V.F.Vieira, a Notary Public, State of California, duly commissioned and sworn, personally appeared Clark M. Davis and Edith Davis, his wife

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of Yolo the day and year in this certificate first above written.

Notary Public, State of California.

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) My Commission Expires My Commission Expires July 7th, 1971 8/25/64 42-0706

BOOK 970 PAGE 68

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Ralph E. Capiraso Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

x Clark M. Davis

Edith Davis

BOOK 970 PAGE 69

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN Micro Filmed

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

BOOK 970 PAGE 70

GUARANTEE

68 20723

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62264-A & B Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Filmed

GUARANTEES

EDITH DAVIS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 9, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

ADDITION TO PRESERVE 30

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Jennings Secretary

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

...ntract is deemed to be a dertimination that the highest and best ...se of the subject property during the term of the contract or any ...enewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62364-A Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

CLARK M. DAVIS and EDITH DAVIS

Micro Filmed

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

As to Parcels 1 and 2: Clark M. Davis and Edith Davis, his wife, as Joint Tenants.

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lots 9, 10, 25, and the most Southerly 7.69 acres of Lot 11, Woodland Tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 10, 1910 in Book 2 of Maps at page 20.

EXCEPTING THEREFROM that portion of said Lot 9, described as follows: Beginning at the Northwest corner of Lot 27 of Woodland Tract as shown on the Map in Book 2 of Maps at page 20, Yolo County Records, and running thence North 8° 50' West 112 feet along the Northerly extension of the West boundary of the said Lot 27, to the North toe of the North bank of the irrigation ditch; thence in a Southeasterly direction down and along the said toe to the North boundary of said Lot 27; thence South 81° 10' West, 175 feet to the place of beginning, containing, .22 of an acre more or less, being that parcel of land conveyed by W. H. Donaldson, an unmarried man, to John F. Krenkel, a married man, by deed recorded February 4, 1920 in Book 98 of Deeds at page 95.

PARCEL 2: Lots 26 and 27 of the Woodland Tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 10, 1910 in Book 2 of Maps at page 20.

ALSO that portion of Lot 9 of said Woodland Tract, described as follows: Beginning at the Northwest corner of Lot 27 of said Woodland Tract and running thence North 8° 50' West 112 feet along the Northerly extension of the West boundary of the said Lot 27 to the North toe of the North bank of the irrigation ditch; thence in a Southeasterly direction down along the said toe to the North boundary of said Lot 27; thence South 81° 10' West, 175 feet to the place of beginning, containing 22/100 of an acre of land more or less.

EXCEPTING THEREFROM all oil, gas and other hydrocarbons and minerals as heretofore reserved to the grantor named in that certain deed from Occidental Life Insurance Company of California to Antonio Ramos Munoz and Isabelle Ramos Munoz, his wife,

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

and Joe Medina, Jr. and Manuela Medina, his wife, dated February 17, 1943, recorded March 13, 1943 in Book 177 of Official Records, at page 394.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as follows:
As to a portion of Lot 9, all of Lot 10 and that portion of 11 herein described: Assessment Parcel No. 21-790-03, Code Area 63-003

As to Lot 25: Assessment Parcel No. 21-790-14, Code Area 63-003

As to Parcel 2: Assessment Parcel No. 21-790-12, Code Area 63-003

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

21-790-03
12
14
24

FROM INDEX PAGE

BOOK 970 PAGE 73
67 JUL ---

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62364-B Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

CLARK M. DAVIS and EDITH DAVIS

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Clark M. Davis and Edith Davis, his wife, as Joint Tenants

All that real property in the County of Yolo, State of California, described as follows:

Lots 42, 43, 44 and 74, of the Woodland Tract, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on January 10, 1910, in Book 2 of Maps at page 20.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 21-790-24, Code Area 63-003.

NOTE: This Guarantee is limited to the above described property.

CLTA GUARANTEE FORM NO. 13—1968

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

FILED 3-8-71
BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-910

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18 day of February, 1971, by and between ROBERT SCHULZE

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

Micro Filmed

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 14, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 74-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Filmed

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Robert C. Schulze
P.O Box 580
Dixon, Ca 95620

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espinosa Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Robert C. Schulze

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

INDIVIDUAL ACKNOWLEDGMENT

Micro Fiched

STATE OF California
COUNTY OF Solano } ss.

On this 27th day of July, 1970, before me, W. Clyde Smith

a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Robert C. Schulze, known to me to be the person

whose name is subscribed to the within instrument, and duly acknowledged to me that he executed the same.

WITNESS my hand and official seal.

W. CLYDE SMITH
Notary Public ▲ California
COUNTY OF SOLANO
MY COMMISSION EXPIRES APRIL 22, 1974

W. Clyde Smith
Notary Public in and for said County and State.

Uniform CAL - LAW PRINTING CO. SEC. U. S. PAT. OFF.

GUARANTEE

68 20716

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62419 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

ROBERT SCHULZE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 9, 1970 , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Kemp Secretary

Countersigned:

Vice President

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62419 Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

ROBERT SCHULZE

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

The following described property vests in: Robert C. Schulze

All that real property in the County of Yolo, State of California, described as follows:

Lot 3, as shown on the Map of Emily Hoppin Subdivision No. 2, filed for record in the office of the Recorder of Yolo County, California, on December 8, 1908, in Book 2 of Maps, at page 8.

Micro Fiched

EXCEPTING THEREFROM an undivided one-half interest in and to all oil, gas, mineral and other hydro-carbon substances, together with the right of ingress and egress to mine and explore the same, as reserved by Hilary Farms, Inc., a corporation, in deed to Clear Lake Water Company, a corporation, dated October 6, 1961, recorded November 1, 1961, in Book 654 of Official Records, page 391.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 25-260-17.

NOTE: This Guarantee is limited to the above described property.

CLTA GUARANTEE FORM NO. 13-1968

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-311

Filed 3-8-71
BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between LOUIS A. KERGEL also known as LOUIS J. KERGEL, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 3, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

LOUIS A. KERGEL also known as LOUIS J. KERGEL
Route 3, Box 203
Woodland, Calif

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Esposti Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

x Louis A Kergel aka Louis J Kergel

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this JULY 28, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared LOUIS A. KERGEL AK LOUIS J. KERGEL, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of July, 1970.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

BOOK 970 PAGE 81

GUARANTEE

68 20638

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62333 Liability $125.00 Fee $25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

LOUIS J. KERGEL

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of July 2, 1970 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned: _____
Vice President

By R H Morton President

By _____ Secretary

ADDITION TO PRESERVE 3

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

[illegible] is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62333 Effective Date: July 2, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

LOUIS A. KERGEL, also known as LOUIS J. KERGEL

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The East ½ of the Southeast ¼ of the Southwest ¼ of Section 26, Township 11 North, Range 1 East, M. D. B. & M, and the West ½ of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 11 North, Range 1 East, M. D. B. & M.

Micro Filmed

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the hereinabove described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 19-382-46, and Assessor's Parcel No. 19-382-47.

contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-312

FILED 3-8-71
BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between BERNICE A. KRULL aka Burnice A. Krull

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. NEW PRESERVE 69, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5 19 71, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

BERNICE A. KRULL
P.O. Box 92
Clarksburg, Cal

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Jack Pasigan Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Bernice A. Krull
Bernice A. Krull

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA }
COUNTY OF Yolo } ss.

On July, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Burnice A. Krull also known as Bernice A. Krull _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Celia A. Scott

Celia A. Scott
Name (Typed or Printed)

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires February 15, 1972

(This area for official notarial seal)

STAPLE HERE

RO 8441-060

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Assessor's Parcel
No. 16-160-09
16-160-11
16-160-16
16-160-19
16-160-20
16-160-21
16-160-22
16-180-01

a California corporation, does hereby guarantee

Burnice A. Krull
P.O. Box 92
Clarksburg, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

BERNICE A. KRULL, by the decree terminating joint tenancy, recorded March 23, 1949 in Book 297 of Official Records page 349, as to Parcels 1 through 4; BURNICE A. KRULL, by deed recorded August 7, 1961 in Book 644 of Official Records page 615, IRS $1.65, as to ~~Document recorded~~ Parcel No. 5; and BURNICE A. KRULL also known as BERNICE A. KRULL, by the decree of distribution recorded January 17, 1949 Document No. 2910 in Book 303 of Official Records page 20

I.R.S. $none, as to Parcel No. 6.

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

SEE DESCRIPTION ATTACHED

Micro Filmed

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 18, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

NEW PRESERVE 89

"Exhibit A"

use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

DESCRIPTION

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL ONE

Beginning at an iron pipe at the Northwest corner of Swamp Land Survey No. 473, of Yolo County Surveys, and running thence along the boundary of said Survey East 3299.5 feet to an iron pipe at the Northeast corner thereof; thence South 0° 2' East 2301.5 feet to an iron pipe; thence South 71° 10' West 696.6 feet to an iron pipe; thence leaving the boundary of said Survey North 0° 02' East 1459.0 feet along the center line of drainage ditch, to an iron pipe; thence South 89° 37½' West along the center line of a drainage ditch, and the extension thereof, at 1758.2 feet to an iron pipe on the Easterly bank of the Main Drainage Canal of Reclamation District No. 999 of the State of California, 1798.0 feet, the total length of this course to the center line of said canal; thence along the last mentioned center line South 27° 45' West 1362 feet; thence South 31° 46' West 400 feet to the West boundary of said Swamp Land Survey No. 473; thence leaving that last mentioned center line, North 2624.5 feet to the place of beginning, being a part of Swamp Land Survey No. 473, of Yolo County Surveys.

EXCEPTING THEREFROM, however, that parcel of land conveyed to Sacramento Northern Railway, a corporation, by deed recorded June 7, 1928, in Book 117 of Deeds, at page 197, described as follows:

Micro Fiched

A strip of land 80 feet wide lying 40 feet on each side of the center line of the Sacramento Northern Railway survey over and across a portion of Swamp Land Survey No. 473 in Section 29, T. 7 N., R. 4 E., Mount Diablo Meridian, lying and being in the County of Yolo, State of California, said center line being more particularly described as follows, to-wit:

Commencing at a point designated as Engineer's Station 299 + 20.10, in the boundary line between the lands of Thomas J. Hanrahan and the lands of Vernon, Earl and Elmer Hinsdale, which point is distant 1976.00 feet, more or less, westerly along the said boundary line from an iron pipe marking the northeast corner of the Hinsdale property; thence from said point of commencement S. 29° 27' W. along the said survey line a distance of 2665.25 feet to a point, designated as Engineer's Station 316 + 85.35, in the west boundary of the Hinsdale property and being also in the east boundary of the land of L. H. Church, said point being 2292.19 feet, more or less, southerly along said boundary line from a concrete monument which is 25 feet south of the norhtwest corner of the Hinsdale property.

Said 80 foot strip of land containing 4.90 acres more or less.

Also all that strip of land which lies between the above described right of way and the Main Drainage Canal of Reclamation District No. 999, south of Willow Point Road, and described as follows:

Bounded on the northwest by the southeast line of right of way described above; on the west by the west line of Swamp Land Survey No. 473, on the southeast by the center line of the Main Drainage Canal of Reclamation

BOOK 670 PAGE 88

District No. 999; and on the northeast by Willow Point Road; containing an area of 4.18 acres more or less.

PARCEL TWO

Lot No. 19, as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 9A" which said map was filed for record in the office of the County Recorder of Yolo County, California, on May 10, 1923, in Map Book 3, at page 48, sometimes described as Parcel 5, and containing 30 acres, more or less.

EXCEPTING FROM PARCELS ONE AND TWO, however, that parcel of land conveyed to John Pylman et ux, by deed recorded November 18, 1960, in Book 619, page 559 Official Records, described as follows:

Beginning at a Concrete Monument W P 1 as delineated and so designated on the aforesaid Holland Land Co. Subdivision Map No. 9A; thence along center line of Willow Point Road S. 89° 35' E. 21.17 feet; thence S. 0° 25' W. 205.24 feet; thence N. 89° 35' W. 149.00 feet; thence N. 0° 25' E. 205.24 feet to center line of Willow Point Road; thence along center line of Willow Point Road S. 89° 35' E. 127.83 feet to point of beginning.

PARCEL THREE

A parcel of land beginning at the Southwest corner of Swamp Land Survey No. 473, running thence East 650 feet, along the South boundary of said Survey to an iron pipe, thence North 3830.6 feet, to the center line of Main Drainage Canal of Reclamation District No. 999; thence along said center line South 27° 45' West 943.7 feet; thence South 31° 46' West 400 feet, to the West boundary of said Swamp Land Survey No. 473; thence leaving the last mentioned center line, South 2655.3 feet, to the place of beginning, being a portion of Swamp Land Survey No. 473, and containing 48.1 acres, more or less.

PARCEL FOUR

Micro Fiched

Lots Nos. 41 and 42 as said lots are delineated and so designated on that cetain map entitled "Holland Land Co. Subdivision No. 9A", Yolo County, California, which said map was filed for record in the office of the County Recorder of Yolo County, California, on May 10, 1923, in Map Book No. 3, at page 48, containing 30.666 acres, more or less.

PARCEL FIVE

Beginning at a concrete monument located East, a distance of 650.0 feet, and North, a distance of 3,619.4 feet from the Southwest corner of Swamp Land Survey No. 473 of Yolo County Surveys; thence from the said point of beginning North 31° 24' East, a distance of 284.7 feet to a hub; thence North 21° 50½' East, a distance of 347.93 feet to a hub; thence continuing North 21° 50½' East, a distance of 17.11 feet to the

[illegible] use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Filed 3-8-71
BARBARA A. RODGERS

AGREEMENT NO. 71-313

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between P.S.SCHUDER, also known as Paul Staples Schuder, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 9, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
P. S. Takeyda
Route 1 Box 1155
Woodland 95695

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espinoza Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER
P. S. Takeyda
Route 1 Box 1155
Woodland

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

Micro Filmed

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

ON JULY 27th, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared P. S. SCHUDER

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

ELSIE HICKEY
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES AUGUST 31, 1973

GENERAL ACKNOWLEDGMENT

Form No. 16

Notary's Signature Elsie Hickey

Type or Print Notary's Name ELSIE HICKEY

E FOR GUARANTEE $ 20.00 LIABILITY $100.00 ORDER No. 34800

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

PAUL SCHUDER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated July 14, 1970 at 7:00 o'clock a.m.

Micro Fiched

TRANSAMERICA TITLE INSURANCE COMPANY

M.T. Harston

by M.T. HARSTON – Assistant Secretary for the Company

ADDITION TO PRESERVE 9

"EXHIBIT A"

Contract is deemed to be a determination [illegible]
use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

P. S. SCHUDER, ALSO KNOWN AS PAUL STAPLES SCHUDER, AS HIS SOLE AND SEPARATE PROPERTY, BY DEED RECORDED IN BOOK 747 OF OFFICIAL RECORDS AT PAGE 457.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

A portion of the Northwest ¼ of Section 32, T. 9 N., R. 2 E., M.D.B. & M., described as follows:

Beginning at a point on the North line of said Northwest ¼ that is distant N. 89° 26' 16" W. 854.13 feet from the Northeast corner of said Northwest ¼; thence continuing along said North line N. 89° 26' 16" W. 307.00 feet; thence parallel with the East line of said Northwest ¼ S. 0° 39' 05" W. 400.00 feet; thence S. 21° 05' 48" E. 971.60 feet; thence parallel with said North line S. 89° 26' 16" E. 801.13 feet to the East line of said Northwest ¼; thence N. 0° 39' 05" E. along said East line 742.00 feet; thence N. 89° 26' 16" W. parallel with said North line 854.13 feet; thence N. 0° 39' 05" E. parallel with said East line 561.00 feet to the point of beginning, containing 20 acres of land, more or less, in accordance with a survey made by H. E. Niederberger, L.S. 2878.

PORTION OF PARCEL NO. 24-241-66 CODE AREA 61-002

Micro Fiched

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

3-8-71

BARBARA A. RODGERS

AGREEMENT NO. 71-314

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of Feb., 1971, by and between Agric Ameliq

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 65, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 321), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Agnes Avilla
760 W Monte Vista Dr
Woodland, Calif

COUNTY

Micro Filmed

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espinoza
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Agnes Avilla

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

Micro Filmed

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 28th day of July in the year one thousand nine hundred and seventy before me, Virginia M. Cameron a Notary Public, State of California, duly commissioned and sworn, personally appeared Agnes Avilla

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

VIRGINIA M. CAMERON
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron
Notary Public, State of California.

My Commission Expires _____

(Recorder's Form No. 32—Acknowledgment—General. Cal. Stat. 1190a)

GUARANTEE

68 20745

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62472 Liability $125.00 Fee $25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

AGNES AVILLA

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Filmed

Dated as of July 15, 1970 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Jones Secretary

ADDITION TO PRESERVE 85

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62472 Effective Date: July 15, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

AGNES AVILLA

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

The following described property vests in: Agnes Avilla

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

Commencing at an iron monument marking the one-quarter section corner in the East line of Section 28, Township 8 North, Range 3 East, M. D. B. & M., and extending thence along the section line North 0° 13' West 1501.88 feet, to an iron monument marking a corner common to the herein described property and property to the north, thence East along a property line fence 2194.0 feet, to a fence corner; thence North 0° 23' 30" West, along a fence, 1186.70 feet, to a corner common to the herein described property, the property now or formerly owned by Olsen, and the property now or formerly owned by McVey; thence along the Southerly line of said McVey property the following course and distances: South 45° 22' East 128.00 feet; South 70° 14' East, 90.00 feet; South 55° 34' East 300.00 feet; North 48° 36' East 77.00 feet; South 63° 19' East 50.00 feet; and North 88° 53' East, 120.50 feet, to a fence line marking the East line of Swamp and Overflowed Land Survey No. 716, being also the east line of the Northwest one-quarter of Section 27, Township 8 North, Range 3 East, according to the State of California Swamp Land Surveys; thence South, along said fence line, 1784.35 feet to a fence line marking the line between the herein described property and property now or formerly owned by Ramey; thence along said fence line, South 89° 52' West 2722.3 feet to a point where said fence turns Southerly; thence South 0° 34' East, along the fence line, 676.9 feet to an eastwest fence line; thence South 89° 41' West 110.76 feet to the aforementioned east line of Section 28; thence along said line, North 0° 13' West 38.92 feet to the point of commencement.

Reference is hereby made to that certain Record of Survey by Wyatt W. Monroe, L. S. 2396, filed for record in the office of the Recorder of Yolo County, California, on September 18, 1957, in Book 8 of Maps and Surveys, at page 18, which delineates the lands herein described and adjoining lands.

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Order No. 62178

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 33-140-05, and a portion of 33-110-04.

NOTE: This Guarantee is limited to the herein described property.

BOOK 970 PAGE 101

2388

Micro Fiched

2393

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE F. HENIGAN, Clerk
By. Barbara Rodgers
Deputy

VOL. 970 PAGE 102
OFFICIAL RECORDS OF
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
AT 8 Min. Past 9 O'Clock A.M.
YOLO COUNTY, CALIFORNIA
Fee $ -0- Recorder
By Stacy

AGREEMENT NO. 71-315

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between Reece Clark, David Adams & Warren Flournoy both as Administrators of the Estate of Davidella Hershey, deceased and as Conservators of the Estate of Florence F. Hershey, Conservatee, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. NEW PRESERVE 90, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 19 71, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 102

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

REECE CLARK, DAVID ADAMS AND WARREN FLORNOY BOTH AS ADMINISTRATORS OF THE ESTATE OF DAVIDELLA HERSHEY, DECEASED, AND AS CONSERVATORS OF THE ESTATE OF FLORENCE F. HERSHEY, CONSERVATEE

c/o Clark & Anderson
1st Commercial Trust Bldg
Berkeley, Calif.

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Pagiganni Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Reece Clark, David Adams and Warren Flournoy both as Administrators of the Estate of Davidella Hershey, Deceased, and as Conservators of the Estate of Florence F. Hershey, Conservatee

Reece Clark
David Adams
Warren Flournoy

BOOK 970 PAGE 103

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On June 19th, 1970, before me, the undersigned Notary Public, personally appeared Reece Clark, David Adams and Warren Flournoy, known to me to be the three persons who are the duly appointed and acting Administrators of the Estate of Davidella Hershey, Deceased, and also the three persons who are the duly appointed and acting Conservators of the Estate of Florence F. Hershey, Conservatee, and known to me to be the persons whose names are subscribed to the within instrument and each adknowledged to me that he executed the same.

Dated this 19th day of June, 1970.

C. Scott Anderson, Jr.
C. Scott Anderson, Jr.
Notary Public

Micro Fiched

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the or[illegible] and that said letters have not been revoked, annulled or set aside, and are still in [illegible]

Dated Jan 21, 1970

LAURE[illegible]

(SEAL)

By [illegible] Deputy Clerk

SUPERIOR COURT ★ YOLO COUNTY, CALIF.

LETTERS OF CONSERVATORSHIP

CERTIFIED COPY

Name, Address and Telephone No. of Attorney (s) | Space Below for Use of Court Clerk Only

CLARK & ANDERSON
HENRY POPPIC
WILLIAM H. WOOLSEY
Attorneys at Law
610 American Trust Building
Berkeley, California 94704
Tel: 848-2235

Attorney (s) for Conservator s

FILED
JAN 21 1970
LAURENCE P. HENIGAN, Clerk
By Marina Ramirez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Conservatorship of the * Person and Estate of

FLORENCE F. HERSHEY, also sometimes known as FLORENCE FLOURNOY HERSHEY, also sometimes known as FLORENCE HERSHEY,
Conservatee

No. 12145

LETTERS OF CONSERVATORSHIP OF ESTATE

Micro Fiched

State of California, County of YOLO :

REECE CLARK, DAVID ADAMS and WARREN FLOURNOY

are (is/are) hereby appointed conservator s of the * ---------- estate of the above named conservatee,**

(Note: Separate Letters of Conservatorship of the Person of the above named conservatee have been issued to another person.)

Witness, LAURENCE P. HENIGAN, clerk of [illegible] with the seal of the court affixed.

Dated Jan. 21 1970
(SEAL)

LAURENCE P. HENIGAN, Clerk

By Marina [illegible] Deputy Clerk

*Insert where applicable: person and
**If additional powers granted, add: with the following additional powers authorized in Probate Code Section 1853: (Specify)

AFFIRMATION

I solemnly affirm that I will perform according to law the duties of conservator of the * ---------- estate of the above named conservatee.

Executed on Jan. 21 1970 (Date), at Woodland (Place), California.

x Reece Clark
x [illegible]
x [illegible]

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the or[illegible] and that said letters have not been revoked, annulled or set aside, and are still in [illegible]

Dated Jan 21, 1970

LAURE[illegible] Clerk

(SEAL)

By [illegible] Deputy Clerk

Form approved by the Judicial Council of California 12-62

LETTERS OF CONSERVATORSHIP Prob. C. Secs. 1852, 1853; C.C.P. Secs. 1013, 1013a, etc.

Name, Address and Telephone of Attorney(s)

CLARK & ANDERSON
HENRY POPPIC
WILLIAM H. WOOLSEY
Attorneys at Law
610 American Trust Building
Berkeley, California 94704
Tel: 848-2235

Attorney(s) for Administrators

XEROX
CERTIFIED COPY

Space Below Use of Court Clerk Only

FILED
APR 17 1970
LAURENCE P. HENIGAN, Clerk
By Marina Ramirez
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Estate of:

DAVIDELLA HERSHEY

Deceased.

No. 12201

LETTERS OF ADMINISTRATION

State of California, County of YOLO:

Micro Fiched

REECE CLARK, DAVID ADAMS and WARREN FLOURNOY

are (is/are) hereby appointed administrators of the estate of the above named decedent.

Witness, LAURENCE P. HENIGAN, clerk of the [illegible] with the seal of the court affixed.

Dated April 17, 1970

(SEAL)

..... Clerk

By ..... Deputy Clerk

DECLARATION

I will perform according to law the duties of administrator of the estate of the above named decedent.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 17, 1970, at Woodland, California.

Reece Clark

David Adams

Warren Flournoy

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office, and that said letters have not been revoked, annulled or set aside, and are still in full force.

Dated April 17, 1970

(SEAL)

LAURENCE P. HENIGAN ..... Clerk

By ..... Deputy Clerk

Form approved by the Judicial Council of California, Rev. 10-67

LETTERS OF ADMINISTRATION Prob. C. Secs. 422, 540; C.C.P. Secs. 1823, 2015.5, etc.

71-315

TO 1551 (7-68)

RO 8335-030

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 90.00
Street address or other ref.
"27-110-20
27-100-16-17-03 & 08
19-562-02
27-030-24-25-15-26 &27
27-040-07-08

a California corporation, does hereby guarantee
. Robert Dorris

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

See EXHIBIT "A" attached

Document
~~Filed~~ Recorded February 5, 1969

Document No.

I.R.S. $ NONE

Record Description:

See EXHIBIT "B" attached

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 25, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard W. Boulatt SECRETARY

NEW PRESERVE 90

BOOK 970 PAGE 103

EXHIBIT "A"

The heirs and devisees of Davidella Hershey, Deceased, subject to the admisnistration of her estate, Reece Clark, David Adams and Warren Flournoy, being the duly appointed, qualified and acting administrators, Superior Court of Yolo County, Probate No. 12201, as to an undivided one-half interest; and Florence Hershey, Conservatee, for whom Rodney Flournoy was appointed conservator of the person, Reece Clark, David Adams and Warren Flournoy, were appointed joint conservators of the estate by the Superior Court of Yolo County on January 21, 1970, Probate Case No. 12145, as to an undivided one-half interest. Said vestee acquired title by various instruments of record the last of which was the decree of disrribution issued out of the estate of Grace Hershey, deceased, Probate No. 10912, Yolo County Superior Court, a certified copy of which was recorded February 5, 1969 in Book 902 of Official Records, at page 566.

Micro Filmed

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Exhibit "B"

All that real property situate in the County of Yolo, State of California, described as follows:

Parcel 1:

Part of the Harbin Grant or Rancho Rio de Jesus Maria, described as follows, to-wit:

Commencing at an oak tree marked G, Standing on the right bank of the Sacramento river, and running thence East 13.50 chains to a post marked G; thence South 106.94 chains to a post marked G on the South boundary line of the said Grant; thence West on said Grant line 54.22 chains to a post marked G; thence North 95.00 chains to a post marked G; thence North 69° East 11.30 chains to a post marked G, standing on the bank of the Sacramento River; thence following the meanderings of said river, downstream, to the place of beginning.

Parcel 2:

Part of the Harbin Grant or Rancho Rio de Jesus Maria, described as follows, to-wit:

Commencing at the Northeast corner of the tract last above described, (the Gray Place) and running thence East to the West line of the Angus Currie Place; thence South on the West line of the said Currie Place to the South boundary line of the said ranch; thence West on said Grant line to the Southeast corner of the said Gray place; thence North on the East line of the Gray Place; to the place of beginning.

Parcel 3:

Part of the Harbin Grant, or Rancho Rio de Jesus Maria, known as the Currie Place, and particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast quarter of Section 5 in Township 10 North, Range 3 East, M.D.M., and running thence South 13.11 chains; thence East 15 links to the line between the lands formerly owned by C. H. Gray and A. G. McCormick; thence South on said line South 00° 40' East 107.37 chains to the South boundary line of said Harbin Grant; thence East on the said Grant line 15.86 chains; thence North 120.39 chains to a point 8 links West of a board fence corner on the Township Line; thence West 17.45 chains to the place of beginning.

Parcel 4:

Part of the Harbin Grant, or Rancho Rio de Jesus Maria, described as follows, to-wit:

Commencing at a stake on the right bank of the Sacramento River, 40 feet North of the oak tree referred to as the starting point in that certain deed from Hoppin and others to Charles H. Gray (which deed is recorded in Book "C" of Deeds, at page 266, records of Yolo County) and running thence East 19.20 chains to the line of a willow fence or hedge; thence North 1° 15' West (following the line of said fence or hedge), 50.28 chains to low water mark on the Sacramento River; thence up said river following the meanderings thereof to the place of beginning.

BOOK 970 PAGE 110

All that tract of Swamp and Overflowed land embraced in the following boundaries, to-wit:

Commencing at a point 19.30 chains South of the Northwest corner of section 10, in Township 10 North, Range 3 East, M.D.M., and running thence South 20.00 chains more or less, to the Southwest corner of the Northwest quarter of said Section 10; thence West 80.00 chains, more or less, to the Northwest corner of the Southwest quarter of Section 9 Township and Range last aforesaid; thence South 40.00 chains, more or less, to the Southwest corner of said Section 9, thence West 40.00 chains more or less, to the Northwest corner of the Northeast quarter of Section 17, Township and Range last aforesaid; thence South 30.00 chains more or less, to the center of the Tule Canal; thence Southeasterly following the center of said canal to the intersection of the quarter section line running East and West through the center of said Section 17; thence East, following quarter section lines, to the intersection of the West boundary line of Swamp Land Survey No. 450 of Yolo County; thence North 21° 15' East along said West boundary of said S.L.S. No. 450, 14.00 chains to the most Northerly corner of said S.L.S. No. 450; thence South 41° East 35.00 chains; thence North 42° 44' East 15.48 chains; thence North 47° 15' West 36.09 chains to the most Westerly corner of S.L.S. No. 453 Yolo County; thence North 44° 55' East 22.40 chains to the most Northerly corner of said S.L.S. No. 453; thence South 46° 10' East 15.46 chains to the West line of the Northeast quarter of Section 15, in Township and Range last aforesaid; thence North on said quarter Section line 15.74 chains to the Northwest corner of the Northeast quarter of said Section 15; thence East on the Section line 81.50 chains to the Sacramento River; thence Northerly, following the meanderings of said river to a point 19.30 chains South of the North line of Section 11, in Township and Range last aforesaid; thence West 132.77 chains, more or less to the place of beginning, being parts of Swamp Land Surveys Nos. 455, 456, 899 and 1105.

Parcel 6

All that portion of the Southeast quarter of Section 7, in Township 10 North, Range 3 East, M.D.M., lying East of the Tule Canal.

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Parcel 7:

All that portion of the South half of Section 8, Township and Range last aforesaid, lying East of the Tule Canal.

Parcel 8:

All that portion of the Northwest quarter of Section 17, Township and Range last aforesaid, lying East of the Tule Canal.

Parcel 9:

All that part of Swamp Land Survey No. 911, lying East of the Tule Canal, and described as follows, to-wit:

Commencing at a point on the North line of the Southeast quarter of section 17 in Township 10 North, Range 3 East, M.D.M., where the said quarter section line intersects the center line of said Tule Canal, and running thence East, on Quarter Section lines, to the intersection of the West

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Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

...ry line of Swamp Land Survey No. 450 of Yolo County; thence South ... 15' West along said West boundary line of said S. L. S. No. 450, to the intersection of the North line of the Northeast quarter of Section 21, Township and Range last aforesaid; thence West on said section line 64.00 chains more or less to the center of the Tule Canal, aforesaid; thence Northwesterly, along the center line of said canal to the place of beginning.

Parcel 10:

All of Swamp Land Survey No. 450 of Yolo County, the same being particularly described as follows, to-wit:

Commencing at a point 25.16 chains West from the Northeast corner of the Southwest quarter of Section 15 in Township 10 North, Range 3 East, M.D.M., and running thence South 41° East 60.54 chains, to the Sacramento River; thence (following the river bank) South 57° 50' West 1.05 chains; thence South 51° West 10.00 chains; thence South 55° 10' West 10.00 chains, thence South 54° 25' West 4.00 chains; thence South 48° West 14.00 chains; thence (leaving the river) North 71° West 51.00 chains; thence North 21° 15' East 72.98 chains; thence South 41° East 19.46 chains, to the place of beginning.

Parcel 11:

All of Swamp Land Survey No. 1106 of Yolo County, the same being particularly described as follows, to-wit:

Commencing at the Northwest corner of Section 21, Township 10 North, Range 3 East, M.D.M., and running thence South 80.00 chains; thence East 40.00 chains; thence North 31.33 chains; thence South 76° 45' East 7.49 chains; thence 13.25 chains; thence West 61.87 chains to the place of beginning.

Parcel 12:

Micro Filmed

All of Section 20 in Township 10 North, Range 3 East, M.D.M., the same being Swamp Land Survey No. 912 of Yolo County.

EXCEPTING from the above described parcels, any portion thereof which lies within the following described parcel of land, to-wit:

A portion of Swamp Land Survey 450, being in Sections 15, 16, 21, and 22, Township 10 North, Range 3 East, M.D.B.&M., and being more particularly described as follows:

Beginning at a point in the center line of Tule Canal that is distant, West 1660.56 feet from the Northeast corner of the Southwest quarter of said Section 15. Thence from said point of beginning along the said center line of Tule Canal North 62°22'52" East 1017.82 feet; thence leaving said canal South 46°56'38" East 656.95 feet to an old wire fence; thence along said fence line South 44°16'37" West 1052.23 feet to an old fence corner post; thence along an old wire fence line South 41°33'41" East 3020.71 feet to the Westerly bank of the Sacramento River; thence along the said Westerly bank of the following five courses, (1) South 57°50'00" West 69.30 feet, (2) South 51°00'00" West 660.00 feet, (3) South 55°10'00" West 660.00 feet, (4) South 54°25'00" West 264.00 feet,

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-316

Filed 3-8-71
CLERK B. HENICK Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February 5, 1971, by and between PAUL LINCOLN RUED, TRUSTEE

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 69, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on FEBRUARY 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

PAUL LINCOLN RUED, TRUSTEE

4610 Brentwood Drive

Sacramento, Cal

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

MARCELINE D. MARTIN
NOTARY PUBLIC
Sacramento County, Calif.

"My Commission Expires 7/26/71"

Marceline D. Martin

COUNTY OF YOLO

BY Joseph E. Spigarino Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

x Paul L. Rued, Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

BOOK 970 PAGE 116

FEE FOR GUARANTEE $ 20.00 LIABILITY $ 100.00 ORDER No. 34792

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

Micro Fiched

PHILLIP RUED

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated July 14, 1970 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

by M.T. HARSTON - Assistant Secretary for the Company

ADDITION TO PRESERVE 69

BOOK 970 PAGE 117

"Exhibit A"

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index in the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

PAUL LINCOLN RUED, TRUSTEE
BY DEED RECORDED IN BOOK 796
AT PAGE 656, Official Records.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

All that part lying Westerly of the Westerly tee of the levee of Reclamation District No. 537 of that certain tract of land described in a deed dated December 1, 1908, by Moses Lavensen and Lotta Lavensen, his wife, to Ansen and Lucy Casselman, his wife, said deed being recorded December 8, 1908, in Volume 71 of Deeds, Page 337, Yolo County Records, the description of the land in the above described deed being the following: South half containing 75.67 acres of South half of Section 18, Township 9, North, Range 4, East and partly in Southeast of Section 13, Township 9, North, Range 3, East. The premises hereby conveyed being the South 75.67 acres of said survey 485 and being also South half of all that part of said survey 485 remaining after the conveyance of North 50 Acres, thereof by August Waldeck and wife to Wm. Rodline by deed dated November 4, 1862, and recorded in page 467 in Book of Deeds.

Lots 5, 6, and 7, according to the map of C. M. Goethe's Colony "A", filed for record in the office of the County Recorder of Yolo County on July 29, 1910 in Book 2 of Maps at Page 28.

PARCEL NO. 24-200-10 CODE AREA 87-014

Micro Fiched

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Filed 3-8-71
[illegible] P. HENICAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-317

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between ROBERT SAMUEL ELY, DONALD WATSON JR, DOUGLAS WATSON, LOUIS J. KENNEDY

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

Micro Filmed

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 21, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

ROBERT SAMUEL ELY, DONALD WATSON JR. DOUGLAS WATSON LOUIS J. KENNEDY
St. John's Retirement Village
Woodland, Cal

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Filmed

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espinoza Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Sam Robert Samuel Ely

Louis Louis Kennedy

Don

Doug

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Notary Public On this July 28, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared See Below, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28 day of July, 1970.

LOUISE M. GALE
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

Louise M. Gale
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
Louise M. Gale Notary Public

LOUISE M. GALE
MY COMMISSION EXPIRES JANUARY 14, 1972

1. Robert Samuel Ely
2. Janis J. Kennedy
3. Donald Watson, Jr.
4. Douglas Watson

Micro Filmed

RO 8441-011

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 30.00
Street address or other ref.
Assessor's parcel
No. 21-540-27 Parcel 1
21-540-26 Parcel 2

a California corporation, does hereby guarantee

Robert L. Button
Rt. 1, Box 205
Winters, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

See attached

Deed Recorded

Document No.

I.R.S. $

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

See attached

Micro Filmed

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 29, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

ADDITION TO PRESERVE 21

"Exhibit A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

PARCEL NO. 1:

ROBERT SAMUEL ELY, a life estate, with remainder to DONALD WATSON, JR., as to an undivided 1/2 interest; and DOUGLAS WATSON, as to an undivided 1/2 interest, by the decree of distribution recorded June 17, 1969 in Book 912 of Official Records page 326, Instrument No. 6612, IRS $None.

PARCEL NO. 2:

ROBERT SAMUEL ELY, a life estate, with remainder to LOUIS J. KENNEDY, as to an undivided 1/4 interest by the decree of distribution recorded June 17, 1969 in Book 913 of Official Records page 326, Instrument No. 6612, IRS $None; ROBERT SAMUEL ELY, AS TO AN UNDIVIDED 1/4 interest, by the deed recorded July 29, 1915 in Book 89 of Deeds page 71, IRS $None; and ROBERT SAMUEL ELY, as to an undivided 1/2 interest by the deed recorded April 2, 1958 in Book 481 of Official Records page 243, IRS $None.

DESCRIPTION

PARCEL NO. 1:

Commencing at the Southeast corner of the Southwest quarter of Section 36, Township 9 North, Range 1 West, M.D.B. & M., and running thence West along the Township line between 8 and 9 North, 2866.2 feet to the center of County Road (the agreed division line between the Southwest quarter of Section 36 and the Southeast quarter of Section 35, Township and Range as above mentioned), and thence North 11° 40' East up and along the center line of said County Road, 1304.4 feet to a point; thence East along the line parallel to the first mentioned course, 2587.3 feet to a point in the center line, running North and South through the center of Section 36, Township and Range as above mentioned; thenceSouth down and along the center line, running North and South through the center of Section 36, 1277.95 feet to the point of beginning. (containing 80 acres of land more or less)

PARCEL NO. 2:

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Commencing at an iron rod marking the center of Section 36, Township 9 North, Range 1 West and running thence North 89° 41' West along the one quarter section line running East and West through the center of Section 36, a distance of 2285.90 feet to an iron stake; thence South 11° 58' West down and along the center line of the County Road a distance of 1410.80 feet to a 1 1/2 inch gas pipe corner; thence South 89° 46' East a distance of 2587.05 feet to a pine stake in the one quarter section line running North and South through the center of Section 36; thence North 0° 28' West up and along said 1/4 section line a distance of 1378.45 feet to the point of beginning. (containing 77.20 acres more or less)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-318

(Endorsed) Filed 3-8-71
AUDENCE B. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between CORPORATION OF THE PRESIDENT OF THE SACRAMENTO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A California Corporation - Homer M. Stephenson, Pres.

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Filmed

WHEREAS, said property is located in Agricultural Preserve No. NEW PRESERVE 90, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

HOMER N. STEPHENSON

CORPORATION OF THE PRESIDENT OF THE SACRAMENTO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Spigarelli Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Colgers
DEPUTY

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STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19__.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On this 27th day of July 1970, before me the undersigned notary public in and for said State, personally appeared HOMER N. STEPHENSON known to me to occupy the office of President of the Sacramento Stake of the Church of Jesus Christ of Latter Day Saints which office constitutes a California Corporation Sole known as the CORPORATION OF THE PRESIDENT OF THE SACRAMENTO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 27th day of July, 1970.

Witness my hand and official seal,

OFFICIAL SEAL
LAWRENCE A. JONES
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Comm. Expires May 22, 1972

LAWRENCE A. JONES
Notary Public for the State of California

My commission expires May 22, 1972

BOOK 970 PAGE 126

FEE FOR GUARANTEE $20.00 LIABILITY $100.00 ORDER No. 34791

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES
CORPORATION OF THE PRESIDENT OF THE SACRAMENTO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A California Corporation Sole.
herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated July 14, 1970 at 7:00 o'clock a.m.

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TRANSAMERICA TITLE INSURANCE COMPANY

M T Harston

by M.T. HARSTON - Assistant Secretary for the Company

NEW PRESERVE 90

"Exhibit A"

renewal thereof is for agricultural uses; and

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

CORPORATION OF THE PRESIDENT OF THE SACRAMENTO STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a California corporation sole, by Deed recorded in Book 636, Page 89, Official Records.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Commencing at the Northwest corner of the Northeast Quarter of Section 15, Township 10 North, Range 3 East, MDB&M, and running thence along the Quarter Section line 859 feet to the point of intersection with the North line of Swamp Land Survey 453; thence South 46° 10' East along the North line of Swamp Land Survey 453, 4102 feet to the West bank of the Sacramento River; thence up and along the windings of the West bank of the Sacramento River, to a point on the Section line due East 5400 feet from the point of beginning; thence West 5400 feet to the point of beginning.

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Saving and excepting the following:

Beginning at a point where the line dividing Swamp Land Survey 453 (State of California Tract) and No. 649 intersects the right or West bank of the Sacramento River at low water, and running thence Northwesterly along said division line 800 feet to a point on said line; thence at right angles Northeasterly 544.5 feet; thence at right angles Southeasterly and parallel with the aforesaid division line 800 feet to the said low water line of the said Sacramento River; thence Southwesterly along said low Water line 544.5 feet, more or less, to the place of beginning, being a part of said Swamp Land Survey 649, in Section 14, Township 10 North, Range 3 East, MDB&M.

Also savings and excepting the following:

(a) Beginning at a 2 inch iron pipe set on the division line common to Swamp Land Survey 453 and Swamp Land Survey 649, Yolo County Surveys, from which the old 2 inch ironpipe set in the Westerly right of way fence of the County Road located at the base of the river levee of Reclamation District 1600, at its intersection with said division line bears North 46° 04' West 537.45 feet, and which point of beginning is further described as being located at the Northwesterly corner of that certain 10 acre tract described in that certain deed Edgar Alvin Merkley and Margaret Merkley to M. E. Dole, and recorded in Book 66 of Official Records of Yolo County, at Page 360; and running thence from said point of beginning along said division line North 46° 04' West 77

...See Following Page...

renewal thereof is for agricultural uses; and

DESCRIPTION: (continued)

feet to a point; thence North 43° 56' East 544.5 feet; thence South 46° 04' East 77 feet to the Northeasterly corner of said 10 acre tract; thence South 43° 56' West 544.5 feet to the point of beginning, and being a part or parcel of said Swamp Land Survey 649, Yolo County Surveys, and located within Reclamation District 1600.

(b) To find the point of beginning of this tract:

Commence at an old 2 inch iron pipe set in the Westerly right of way fence of the county road located at the base of the river levee of Reclamation District 1600, at its intersection by the division line common to Swamp Land Survey 453 and Swamp Land Survey 649, Yolo County Surveys; thence North 46° 04' West 537.45 feet to a 2 inch iron pipe set in said division line at the Northwesterly corner of that certain 10 acre tract described in that certain deed Edgar Alvin Merkley and Margaret Merkley to M.E. Dole, and recorded in Book 66 of Official Records, at Page 360; thence North 43° 56' East 544.5 feet to a 2 inch iron pipe set at the Northeasterly corner of said 10 acre tract; thence from this point of beginning North 46° 04' West 77 feet; thence North 43° 56' East 200 feet; thence South 46° 04' East 77 feet; thence South 56° 08' East 571.15 feet, more or less, to the Westerly right of way fence of said County Road; thence Following said right of way fence South 45° 36' West 300 feet to the Easterly boundary of said 10 acre tract; thence along the boundary of said 10 acre tract, North 46° 04' West 553.65 feet to the point of beginning, and being a part or parcel of said Swamp Land Survey 649, Yolo County Surveys, and located within Reclamation District 1600.

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(c) Beginning at the Southwesterly corner of that certain 77 feet by 544.4 feet parcel of land quit-claimed to M. E. and Viola Dole as recorded in Book 109 of Yolo Co., Official Records, Page 119. Said point of beginning also being located on the division line common to Swamp Land Survey 453 and Swamp Land Survey 649, Yolo County Surveys, and North 46° 04' West 614.45 feet from an old 2 inch iron pipe set in the Westerly right of way fence of the County Road located at the base of the river levee of Reclamation District 1600 and its interesection by above mentioned division line common to Swamp Land Survey 649 and Swamp Land Survey 453, from this point of beginning running North 46° 04' West 1638.25 feet; thence South 68° 30' East 1799.4 feet to the Northeasterly corner of that 3 acre tract of land recorded in Book 109, Yolo County Official Records, Page 118; thence running South 46° 53' West 744.5 feet to the point of beginning, and contained 14 acres of land, more or less.

Saving, excepting and reserving unto the grantor, its successors and assigns from all the above described lands all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all easements and rights necessary and convenient for the production, storage and transportation thereof, and the exploration and testing of the said real property, and also the right to drill for, produce and use water from the said real property in connection with its drilling or mining operations thereon, as shown by that certain deed executed by Capital Company, recorded in Book 217 of Official Records at Page 423.

PARCEL NO. 27-110-02 CODE AREA 87-013

27-110-02

renewal thereof is for agricultural uses; and

(Endorsed) Filed 3-8-71
LAURENCE P. VERNON, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-319

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between W.G.BRINCK & GERALDINE P. BRINCK

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

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WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 20, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

W. S. Bruce

Pauline B. Bruce

Box 17

Winters, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Jack Espinoza Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

W. S. Bruce

Pauline B. Bruce

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Dalziva A Rodgers
DEPUTY

STATE OF CALIFORNIA)
)

STATE OF CALIFORNIA,
County of Yolo } ss.

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On this 28 day of July in the year one thousand nine hundred and Seventy
before me, JEAN E. HUNTER, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
W. G. BRINCK & GERALDINE B. BRINCK
known to me to be the
of the corporation described in and that executed the within instrument, and also known to me to be
the person who executed the within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the
County of Yolo the day and year in this certificate
first above written.

Jean E. Hunter
Notary Public, State of California.

My Commission Expires 9/9/73

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1)
(PRINTED B-T-AA 48-0880)

RO 8441-074

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
30-260-11

a California corporation, does hereby guarantee
· U. G. Brinck

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

U. G. BRINCK and GERALDINE B. BRINCK, his wife, as Joint Tenants

Deed Recorded February 8, 1952

Document No. 920

I.R.S. $ NONE

Record Description: See EXHIBIT "A" attached

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No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 21, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

ADDITION TO PRESERVE 20

EXHIBIT "A"

Description:

All that real property situate in the Counties of Yolo and Solano, State of California, described as follows:

A portion of Lot 19 of Waldemar's Subdivision of Rancho Rio de los Putos on file in Book "A" of Miscellaneous Records, at page 172, Yolo County Records and being particularly described as follows:

BEGINNING at an iron pin which marks the Northwest corner of the "Mary Cooley Bancott's Land", as shown on the map filed for record in Book "A" of Maps and Surveys, at page 87, Yolo County Records; thence North 23° 02' West, along the line common to Lots 18 and 19 of said Waldemar's Subdivision of Rancho Rio de los Putos, 50 feet to an old fence line; thence South 65° 02' 13" West, along said fence 1094.49 feet; thence leaving said fence line South 22° 55' East 1072.57 feet to a point on the North bank of Putah Creek; thence South 22° 55' East 644.84 feet to the center line of Putah Creek; thence, along the center line of Putah Creek the following courses, North 54° 44' 23" East 85.02 feet; thence North 44° 53' 59" East 97.07 feet; thence North 58° 22' 26" East 145.55 feet; thence North 69° 33' 13" East 153.34 feet; thence North 60° 11' 09" East 101.68 feet; thence North 64° 06' 05" East 102.27 feet; thence North 53° 43' 07" East 113.12 feet; thence North 57° 50' 03" East 100.00 feet; thence North 46° 15' 49" East 91.56 feet; thence North 55° 11' 01" East 134.19 feet to a point on the line common to Lots 18 and 19 of Waldemar's Subdivision of Rancho Rio de los Putos and also on the West line of said "Mary Cooley Bancott's Lands"; thence North 23° 02' 00" West, along said line 997.16 feet to a point on the North bank of Putah Creek; thence, continuing along said line, North 23° 02' 00" West 1703.30 feet to the point of beginning and containing 61.300 acres, more or less.

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2384

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

VOL. 970 PAGE 135
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
AT 3/4 Min. Past 4 O'clock P.M.
YOLO COUNTY, CALIFORNIA
Vivian Sharp, Recorder

AGREEMENT NO. 71-320

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17 day of February, 1971, by and between HEN HIROYUKI SHIMOMURA

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 20, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 135

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Ben A Simonis
Route 1 Box 15
Winters Cal

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COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espiganne Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Ben Leonetti Simonis

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Micro Etched

STATE OF CALIFORNIA } ss.
Yolo
28th day of July in the year one thousand nine hundred and seventy

before me, JEAN E. HUNTER a Notary Public in and for the County of Yolo State of California, residing therein, duly commissioned and sworn, personally appeared Ben Hiroyuki Shinomura known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Jean E. Hunter

Notary Public in and for the County of Yolo State of California
My Commission Expires 9-9-73

JEAN E. HUNTER
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES OCTOBER 9, 1973

Acknowledgment-General
PRINTING SUPPLY FORM NO. 6

RO 8441-075

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
30-260-12

a California corporation, does hereby guarantee

· Ben Hiroyuki Shimomura

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

BEN HIROYUKI SHIMOMURA

Deed Recorded March 11, 1958

Document No. 2732

I.R.S. $ 49.50

Record Description: See EXHIBIT "A" attached

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No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 21, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: [signature] SECRETARY

ADDITION TO PRESERVE 20

contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

71-526

EXHIBIT "A"

Description:

All that real property situated in the County of Yolo, State of California, described as follows:

Parcel 1: BEGINNING at a 1-1/8" square Iron monument on the line common to Lots 18 and 19, said Lots being so designated and described in the field notes of Waldemar's Subdivision of Rancho Rio de los Putos on file in Book A of Miscellaneous at page 172, et seq., Yolo County Records, said Monument being further described as situate on the North bank of Putah Creek and distant South 23° 02' East 5,045.46 feet from the Northwesterly corner of said Lot 18; and running thence from said point of beginning along the high bank line of Putah Creek as follows: North 53° 24' East 465.99 feet; North 47° 24' East 402.94 feet; North 65° 43' East 183.44 feet; North 77° 00' East, 149.37 feet; South 84° 19' 30" East 93.53 feet; North 75° 31' 30" East 526.76 feet; North 64° 26' 30" East 618.70 feet; North 49° 38' 30" East 303.98 feet to a 1-1/8" square Iron Monument on the line common to Lots 17 and 18 of Waldemar's Subdivision; thence along said Lot line North 23° 18' 30" West 1574.05 feet to a 1-1/8" square Iron Monument which marks the Southeasterly corner of Lot 8 of Devilbiss's Subdivision of Lot 17; and portions of Lots 15, 16 and 18 of said Rancho; thence along the Southerly line of Lots 8, 7, 6 and 5 of Devilbiss's Subdivision South 65° 00' West 2668.28 feet to a 1-1/8" square Iron Monument at the Southwesterly corner of Lot 5 on the line common to said Lots 18 and 19 of Waldemar's Subdivision; thence along said Lot line, and along an ancient property line fence South 23° 02' East, 1699.35 feet to the point of beginning and containing 98.295 acres.

Parcel 2: All that portion of Lot 18 of said Waldemar's Subdivision which lies South of Parcel 1 as above described being bounded on the South by the center line of Putah Creek and containing approximately 27 acres of waste land.

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BOOK 970 PAGE 139

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(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-321

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between WILLIAM R. HUSSELKUS & ELIZABETH HOSSELKUS, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 32, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

WILLIAM R. HUSSELKUS & ELIZABETH HUSSELKUS
Route 1 Box 624
Davis, Cal

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Josiah Spigarelli Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Wm R Husselkus

Elizabeth Husselkus

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1921, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA, } ss:
County of Solano

Micro Filmed

On this 22rd day of July in the year one thousand nine hundred and seventy before me, Hans Rohwer, a Notary Public, State of California, duly commissioned and sworn, personally appeared William A. Hosselkus and Elizabeth Ho sselkus, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Solano the day and year in this certificate first above written.

HANS ROHWER
Notary Public - California
County of Solano

Hans Rohwer / HANS ROHWER
Notary Public, State of California

My Commission Expires June 24 - 1974

32—General Acknowledgment.
Southworth's Parchment Deed
Fiber.

FEE FOR GUARANTEE $ 20.00 LIABILITY $100.00 ORDER No. 34694

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

WILLIAM R. HOSSELKUS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated June 22, 1970 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

M.T. Harston

by M.T. HARSTON — Assistant Secretary for the Company

ADDITION TO PRESERVE 32

Form No. 354

"Exhibit A"

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

WILLIAM R. HOSSELKUS and ELIZABETH HOSSELKUS, his wife, as Joint Tenants, by Deed recorded September 8, 1952, in Book 373, Page 314, of Official Records.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

The Southwest Quarter of Section 4, Township 7 North, RAnge 3 East, M.D.B.&M.,

EXCEPTING THEREFROM the South 20 feet conveyed by Lena C. Childers to Howard F. Droke, by deed dated October 29, 1935 and recorded December 17, 1935 in Book 86, Page 200, of Official Records.

PARCEL NO. 33-150-20 CODE AREA 61-06

Micro Filmed

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-322

(Endorsed) Filed 3-8-71
LAWRENCE P. HENICAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between H. R. CRAIG & DOROTHY M. CRAIG, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 17, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-12, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

H. R. CRAIG & DOROTHY M. CRAIG

Route 1, Box 196

Esparto, Calif

Micro Filmed

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Frank Espigares Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

H R Craig

Dorothy M Craig

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 29, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared Dorothy M. Craig, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of July, 1970.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Celia E. Scott Deputy

TI

TO 447 C
(Individual)

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On July 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared H. R. Craig and Dorothy M. Craig, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

Celia A. Scott
Name (Typed or Printed)

STAPLE HERE

BOOK 970 PAGE 147

(This area for official notarial seal)

(TI) RO 8441-025

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Assessor's Parcel
No. 21-450-24

a California corporation, does hereby guarantee

H. R. Craig
Box 196
Esparto, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

H. R. CRAIG and DOROTHY M. CRAIG, his wife

Deed Recorded September 30, 1969

Document No. 10844 in Book 923 of Official Records page 141

I.R.S. $ none

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

See exhibit A attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 2, 1970 @ 7:30 A.M.

Micro Filmed

Title Insurance and Trust Company

by _____ PRESIDENT

Attest: _____ SECRETARY

ADDITION TO PRESERVE 17

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT A
8441-025

PARCEL NO. 1:

The Northeast quarter of the Northwest quarter of Section 25, Township 10 North, Range 3 West, M.D.B. & M.

PARCEL NO. 2:

All that portion of the South half of the Northwest quarter; the East half of the Southwest quarter; and the Southeast quarter of Section 25, Township 10 North, Range 3 West, M.D.B. & M., lying South and East of an existing fence line running through the West half of said Section 25 and Northeasterly of an existing fence which begins at a point 660.00 feet west of the southeast corner of said Section 25; and running in a Northwesterly direction to the intersection of the existing fence above referred to.

PARCEL NO. 3:

The most Northeasterly 10 square acres in Section 36, Township 10 North, Range 3 West, M.D.B. & M.

Micro Filmed

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-323

(Recorded) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between H. ROCKWELL CRAIG & DOROTHY M. CRAIG, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 45, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 2168, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

H. ROCKWELL CRAIG & DOROTHY M. CRAIG
Route 1 Box 196
Esparto, Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY H. Rockwell Craig Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

H. Rockwell Craig
Dorothy M. Craig

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Febr 2, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 29, 19 70, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ Dorothy M. Craig _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of July, 19 70.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Celia E. Scott Deputy

TO 447 C
(Individual)

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On July , 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared H. Rockwell Craig and Dorothy M. Craig

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature _____

Celia A. Scott
Name (Typed or Printed)

(This area for official notarial seal)

STAPLE HERE

BOOK 970 PAGE 152

Micro Filmed

RO 8441-024

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref. Assessor's Parcel No. 21-700-09

a California corporation, does hereby guarantee

H. R. Craig
Box 196
Esparto, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is H. ROCKWELL CRAIG and DOROTHY M. CRAIG, husband and wife as joint tenants, as to the EQUITABLE TITLE, and THE DEPARTMENT OF VETERANS AFFAIRS OF THE STATE OF CALIFORNIA, as to the legal title under a Contract of Sale

Deed Recorded April 10, 1967

Document No. 3360 in Book 851 of Official Records page 603

I.R.S. $ none

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

See Exhibit A attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 2, 1970 @ 7:30 A.M.

Micro Fi...

Title Insurance and Trust Company

by _____ PRESIDENT

Attest: _____ SECRETARY

ADDITION TO PRESERVE 45

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT A
8441-024

PARCEL NO. 1:

Beginning at the intersection of the Southerly side of the Southern Pacific right of way and the westerly side of the County Road on the East side of Block H of Arnold & Gillig's Subdivision, according to the map thereof, filed for record in the office of the Recorder of Yolo County, California, and running on the following courses and distances:

South 10° 15' West 259 feet along the Westerly side of the County Road to a two inch pipe in the fence line, thence North 89° 30' West 2405 feet along the North line of land of Edwin Wanshop to a one inch iron pipe in the fence line; thence North 0° 50' East 281 feet to a one inch iron pipe in the fence line, thence North 50° 25' East 311 feet, thence North 40° 04' East 452 feet, thence North 7° 30' East 49 feet, thence North 18° 50' West 120 feet, thence North 23° 45' West 769 feet, thence North 39° West 264 feet to the center of the Yolo County Consolidated canal, thence South 69° 25' East 1387 feet along the center line of said canal to the southerly side of the Southern Pacific right of way; thence South 43° 40' East 1622 feet along the Southern Pacific right of way to the place of beginning.

PARCEL NO. 2:

A portion of the land described in deed from W. H. Duncan and W. G. Duncan to Vaca Valley and Clear Lake Railroad Company, dated June 21, 1887, recorded July 2, 1987 in Book 41 of Deeds page 579, described as follows:

A strip of land 100 feet wide, lying equally on each side of the originally located center line of the formermain tract of the Vaca Valley and Clear Lake Railroad Company (now Southern Pacific Railroad Company) through lands, now or formerly of W. H. Duncan and W. G. Duncan, being a portion of the Rancho Canada de Capay, described as follows:

Commencing for the same at a point on said located center line where said located center line intersects the Southerly prolong ation of the Easterly line of the two acre parcel of land described in deed dated July 27, 1926 from W. J. More and wife to C. Salonites and wife, recorded July 29, 1926 in Book 112 of Deeds at page 319, Yolo County Records, at or near Engineer Station 266+ 16 on said located center line and running thence Southeasterly, along said located center line on a straight line embracing a strip of land 50 feet wide on each side of said located center line to a line that is at right angles to said located center line at or near Engineer Station 264+22, a distance of 194 feet, more or less, the side lines of the above strip of land are to be lengthened or shortened as the case may be so as to terminate or be bounded by said Southerly prolongation of the Easterly line of said two acre parcel of land and a line at right angles to said located center line at or near Engineer Station 264+22, (containing 0.44 acre more or less).

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXCEPTING THEREFROM all petroleum, oil natural gas, and products derived therefrom, as reserved in the deed from Southern Pacific Railroad Company, a corporation et al, to J. M. Craig, dated February 13, 1945, recorded March 28, 1945 in Book 215 of Official Records page 241.

PARCEL NO. 3:

A strip of land 100 feet in width, situate, lying and being in the Rancho Canada de Capay, County of Yolo, State of California, being a portion of the land described in deed from W. H. Duncan and W. G. Duncan to Vaca Valley and Clear Lake Railroad Company, dated June 21, 1887, recorded July 2, 1887 in Book 41 of Deeds page 579, records of said Yolo County and lying equally 50 feet on each side of the following described center line:

Commencing at the most Northerly corner of that certain 2.05 acre strip of land described in the deed dated January 19, 1943, from Southern Pacific Railroad Company to Fred Neilson, said corner also being the intersection of the center line of the County Road with the originally located center line of the Vaca Valley and Clear Lake Railroad, at Engineer Station 248+85 of said originally located center line; thence Northwesterly along said located center line, 1537 feet, more or less, to a point in the Southeasterly line of that certain 0.44 acre parcel of land described in deed from Southern Pacific Railroad Company to J. M. Craig, dated February 13, 1945, (containing an area of 3.53 acres more or less).

The side lines of the above strip of land terminate in the center line of said County Road and in the Southeasterly line of said land described in deed to J. M. Craig.

EXCEPTING THEREFROM all minerals, petroleum, oil, natural gas and products derived therefrom, as reserved in the deed from Southern Pacific Railroad Company, a corporation, et al to John M. Craig dated July 6, 1951, recorded August 16, 1951, Recorder's file No. 5151.

PARCELS 1, 2 and 3 above comprise the 64.55 acre parcel as shown on a record of survey of a portion of Block H, Arnold & Gillig's Subdivision, filed in the office of the Recorder of Yolo County, California, on December 14, 1966 in Book 9 of Maps and Surveys at page 148.

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

2398

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

VOL. 970 PAGE 156
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
8:30 A.M. P.M.
YOLO COUNTY, CALIFORNIA
Fee $ No Fee

AGREEMENT NO. 71-324

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between GUS OISON, JR. & MARY D. OISON

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 70, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 156

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

GUS OLSON JR. & MARY D. OLSON
P O Box 306
Clarksburg, Cal

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

Micro Fiched

SEAL

COUNTY OF YOLO

BY Joseph E. Spigarelli Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Gus Olson Jr
Mary D. Olson

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers

STATE OF CALIFORNIA,

County of Yolo } ss.

On this 29th day of July in the year one thousand nine hundred and Seventy before me, the undersigned a Notary Public in and for the County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared Gus Olson, Jr. and Mary D. Olson known to me to be the person described in and that executed the within instrument, and also known to me to be the person who executed the within instrument and acknowledged to me that executed the within instrument

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Nellie J. Spalding

Notary Public in and for the County of Yolo State of California.

My Commission Expires 7-20-1974

NELLIE J. SPALDING
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My commission expires July 20, 1974

CORPORATION
ATTORNEYS PRINTING SUPPLY FORM NO. 7

Micro Fiched

RO 8441-032

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Assessor's Parcel
No. 16-302-13

a California corporation, does hereby guarantee

Gus Olson, Jr.
P.O. Box 306
Clarksburg, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

GUS OLSON, JR. and MARY D. OLSON
husband and wife, as community property

Deed Recorded December 3, 1955

Document No. 9718 in Book 471 of Official Records page 176

I.R.S. $ 20.35

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

Beginning at a point which is South 2° 40' 30" West 772.84 feet from the Northwest corner of Lot 4 of Holland Land Co. Subdivision No. 7, as said lot is delineated and so designated on that certain map entitled "Holland Land Company Subdivision No. 7, Yolo County, California", filed for record in the office of the Recorder of Yolo County, California, on January 19, 1921 in Book 3 of Maps page 37; thence East 2839.38 feet to a point; thence South 458.5 feet to a point; thence West 2861.01 feet to a point in the Westerly line of said Lot 4; thence North 2° 40' 30" East 459.0 feet to the point of beginning (containing 30 acres more or less).

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 7, 1970 @ 7:30 A.M.

Micro Fiched

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: [signature] SECRETARY

ADDITION TO PRESSIVE 70

BOOK 970 PAGE 159

"Exhibit A" 2386

-4-

AGREEMENT NO. 71-325

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between Netherlands Ranch, a corporation
Gus Olson, Jr. Secy-Treas.

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 70, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

NETHERIANDS RANCH, a corporation. Gus Olson. Jr, Secy-Treas.
P. O. Box 306.
Clarksburg, Cal.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Sapiguen Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

NR Netherlands Ranch
By Gus Olson Jr. Secy-Treas.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA.)

STATE OF CALIFORNIA.

County of Yolo } ss.

On this 29th. day of July in the year one thousand nine hundred and seventy

before me, Nellie J. Spalding a Notary Public in and for the

County of Yolo, State of California, residing therein,

duly commissioned and sworn, personally appeared

Gus Olson, Jr.

known to me to be the Secretary-Treasurer

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Nellie J. Spalding

Notary Public in and for the County of Yolo State of California.

My Commission Expires 7-20-74

NELLIE J. SPALDING
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires July 20, 1974

CORPORATION
ATTORNEYS PRINTING SUPPLY FORM NO. 7

Micro Fiched

RO 8441-030

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 30.00
Street address or other ref.
Assessor's Parcel
No. 16-281-01 (Parcel 1)
16-282-02 (Parcel 2)
16-301-06 (Parcel 3)
16-302-07 (Parcel 4)
16-302-05 (Parcel 5)
16-302-04 (Parcel 6)

a California corporation, does hereby guarantee

Gus Olson, Jr.
P.O. Box 306
Clarksburg, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

NETHERLANDS RANCH, a corporation

Deed Recorded See exhibit A attached

Document No.

I.R.S. $

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

See exhibit B attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 7, 1970 @ 7:30 A.M.

Micro Filmed

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

ADDITION TO PRESERVE 70

BOOK 970 PAGE 163

EXHIBIT A

Parcel No. 1: by the deed recorded December 2, 1955 in Book 471 of Official Records page 152, IRS $112.75;
Parcel No. 2 and 3: by the deed recorded January 14, 1959 in Book 560 of Official Records page 564, IRS $104.25;
Parcel No. 4: by the deed recorded April 7, 1948 in Book 281 of Official Records page 11, IRS $41.25
Parcel No. 5 and 6: by the deed recorded April 7, 1948 in Book 281 of Official Records page 12, IRS $ 55.00.

EXHIBIT B

PARCEL NO. 1:

Lot 11 of Holland Land Company Subdivision No. 6 according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921 in Book 3 of Maps at page 44.

PARCEL NO. 2:

Lot No. 8 as said lot is delineated and described on that certain map entitled "Holland Land Co., Subdivision No. 7, Yolo County, California" which map was on January 19, 1921 recorded in the office of the County Recorder of Yolo County, California in Book 3 of Maps at page 37.

PARCEL NO. 3:

Lot 10 as said lot is delineated and described on that certain map entitled "Holland Land Co., Subdivision No. 6, Yolo County, California" which map was on February 17, 1921 recorded in the office of the County Recorder of Yolo County, California, in Book 3 of Maps at page 44.

Micro Fiched

PARCEL NO. 4:

The Northerly 74.338 acres of Lot 2, as said lot is delineated on that certain map entitled "Holland Land Company Subdivision No. 7, Yolo County, California" which map was recorded in the office of the Yolo County Recorder on January 18, 1921 in Book 3 of Maps at page 37, described as follows:

Beginning at the Northwest corner of Lot 2 of Holland Land Company Subdivision No. 7, as said lot is delineated and so designated on that certain map filed in the office of the Recorder of Yolo County on January 18, 1921 in Book 3 of Maps at page 37; thence along the center line of the"F" ditch right of way, South 87° 21' East 2673.72 feet; thence along the East line of said Lot 2, South 1136.71 feet; thence leaving said lot line West 2729.75 feet to the center line of Jefferson Boulevard; thence North 2° 40' 30" East 1261.70 feet to the point of beginning.

BOOK 970 PAGE 164

PARCEL NO. 5:

The South 50.00 acres of Lot 3 as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subidivsion No. 7, Yolo County, California", which map was filed for record in the office of the County Recorder of Yolo County, California, on January 19, 1921 in Book 3 of Maps at page 37, described as follows:

Beginning at the Southwest corner of said Lot 3; thence along the South line of said lot, East 2803.31 feet to the Southeast corner thereof; thence along the East line of said lot, North 782.04 feet; thence leaving said east line, West 2766.76 feet to the West line of said Lot 3, being also the center line of Jefferson Boulevard; thence along said West line South 2° 40' 30" West 782.89 feet to the Southwest corner of said Lot 3, and the place of beginning (containing 50.00 acres more or less).

PARCEL NO. 6:

That certain portion of Lot No. 4, as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 7, Yolo County, California", which said map was filed for record in the office of the County Recorder of Yolo County, California on January 19, 1921 in Book 3of Maps page 37, described as follows:

Beginning at the Northwest corner of Lot No. 4; thence along the North line of said Lot 4, East 2803.31 feet to the Northeast corner thereof; thence along the East line of said Lot No. 4; South 772.0 feet; thence leaving said East line of said Lot 4, West 2839.38 feet to the Westerly line of said Lot No. 4; thence along the Westerly line of said Lot 4, North 2° 40' 30" East 772.84 feet to the point of beginning,(containing 50.00 acres more or less).

Micro Fiched

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 71-326

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between

ERNAL C. LAMLOR, HELEN CAVE MCCOMPSE Y, VIRGINIA CAVE SLATER, NETHERLANDS RANCH

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 70, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

ERMAL C. IAMIOR, HELEN CAVE MCGIMPSEY, VIRGINIA CAVE SIATER, NETHERLANDS RANCH

P. O. Box 306

Clarksburg, Cal

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Sagaard Jr

CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Netherlands Ranch

(S. E. Corp.) (S. E. Trust)

Ermal C. Iamior

Virginia C. Siater

Helen C. McGimpsey

-2-

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Febr 2, 1924, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA, } ss.
County of Yolo

On this 29 day of July in the year one thousand nine hundred and seventy before me, the undersigned, a Notary Public in and for the County of Yolo, State of California, duly commissioned and sworn, personally appeared Ermal C. Lawlor & Virginia C. Slater

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Nellie J. Spalding

Notary Public in and for the County of Yolo State of California.

My Commission Expires 7-20-74

NELLIE J. SPALDING
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My commission expires July 20, 1974

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) 8029

Micro Fiched

STATE OF CALIFORNIA, } ss.
County of Yolo

On this 29th day of in the year one thousand nine hundred and seventy, before me, the undersigned, a Notary Public in and for the County of Yolo, State of California, duly commissioned and sworn, personally appeared Gus Olson, Jr.

known to me to be the Secretary-Treasurer of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Nellie J. Spalding

Notary Public in and for the County of Yolo State of California.

My Commission Expires 7-20-74

NELLIE J. SPALDING
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My commission expires July 20, 1974

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) 8432

State of California
County of Alameda } SS

On this 27th day of July in the year One Thousand Nine Hundred and Seventy before me the undersigned a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Helen C. McGimpsey

known to me to be the person described in and whose name is subscribed to the within instrument, Land Use Contract

and She acknowledged to me that She executed the same

In Witness Wherefor, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

OFFICIAL SEAL
JO ANNE M. LOTSPEICH
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
ALAMEDA COUNTY
My Commission Expires March 5, 1972

Jo Anne M. Lotspeich Notary Public
In and for said County of Alameda, State of California

GENERAL ACKNOWLEDGMENT
My Commission Expires
[illegible] NF2nX-1a PICA, Oakland, Calif.

MICRO FILMED

RO 8441-031

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Assessor's Parcel
No. 16-302-06

a California corporation, does hereby guarantee

Gus Olson, Jr.
P.O. Box 306
Clarksburg, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

SEE EXHIBIT A ATTACHED

Deed Recorded

Document No.

I.R.S. $

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

That certain portion of Lots 2 and 3 of Holland Land Co. Subdivision No. 7, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on January 19, 1921 in Book 3 of Maps at page 37, described as follows:

Beginning at a point on the West line of said Lot 3, said point being North 2° 40' 30" East 782.89 feet from the Southwest corner of said Lot 3; thence along the West line of said Lots 3 and 2, North 2° 40' 30" East 793.37 feet to a point on the West line of said Lot 2; thence East 2729.75 feet to a point on the East line of said Lot 2; thence South 792.50 feet along the East line of said Lots 2 and 3; thence West 2766.76 feet to the place of beginning.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Micro Fiched

Dated as of July 7, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

ADDITION TO RESERVE 70

Attest: _____
SECRETARY

BOOK 970 PAGE 170

8441-031

Exhibit A

ERMAL C. LAWLOR, a widow, as to an undivided 1/5 interest, by the decree of distribution filed July 5, 1960 in the office of the County Clerk of Yolo County, issued out of the estate of Norman Unlacke Lawlor, deceased, probate No. 8778; HELEN CAVE McGIMPSEY, as to an undivided 1/5 interest by the deed recorded December 15, 1944 in Book 209 of Official Records page 244, IRS $None; VIRGINIA CAVE SLATER, as to an undivided 1/5 interest by the deed recorded December 15, 1944 in Book 209 of Official Records page 245, IRS $None; and NETHERLANDS RANCH, a corporation, as to an undivided 2/5 interest by the deed recorded April 7, 1948 in Book 281 of Official Records page 10, IRS $12.10.

Micro Filmed

AGREEMENT NO. 71-327

Recorded Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between ROBERT PYMAN

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. NEW PRESERVE 91, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 766 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Filmed

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Robert Robinson
Box 307 Old Orchard
Yolo

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espigares
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Robert Robinson

James Vic Robinson

Micro Fiched

BOOK 970 PAGE 173

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)

JAN L. KROGNESS
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
My Commission Expires Sept. 29, 1972

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 2nd day of February in the year one thousand nine hundred and Seventy one before me, Barbara A. Rodgers, a Notary Public, State of California, duly commissioned and sworn, personally appeared Robert A. Dutton and Gloria M. Dutton

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Jan L. Krognes
Notary Public, State of California

My Commission Expires 9/29/72

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

Micro Fiched

GUARANTEE

68 20754

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62458 - A & B Liability $ 150.00 Fee $ 50.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

ROBERT FYLPAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 15, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Kemp Secretary

NEW PRESERVE 91

CLTA GUARANTEE FACE PAGE-1967

"Exhibit A" Micro Fiched

use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62458-A

Effective Date: July 15, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

JAMES M. PYLMAN and ROBERT G. PYLMAN

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

The following described property vests in: Robert Pylman and James Pylman, an undivided 2/3rds interest; and James M. Pylman and Robert G. Pylman, each an undivided 1/6th interest.

All that real property in the County of Yolo, State of California, described as:

Beginning at a point on the boundary line between S. L. S. 344 and 755 of Yolo County Surveys, South 46° 02' West 13.01 chains from the corner common to S. L. S. Nos. 344 345, 755 of Yolo County Surveys and running thence South 46° 02' West 26.99 chains along an old fence on the said boundary line to the most southerly corner of said S. L. S. No. 755 in a drainage canal; thence along said drainage canal North 48° 12' West 20.25 chains along the Southwest boundary of said Survey No. 755; thence South 20° 45' West 2.54 chains along a drainage canal to its intersection with a drainage ditch; thence North 49° 59' West 45.27 chains along the drainage ditch to an old gas pipe in a large sycamore stump; thence North 80° 56' West along an old fence to the center of Elk Slough; the last two courses being on the South boundary of land of which an undivided 1/3 was conveyed to Garrett Pylman by Henry Pylman and Amos Pylman by deed recorded on page 156 of Book 63 of Deeds, Yolo County Records; thence up and along the center of Elk Slough 16.8 chains; thence leaving Elk Slough South 65° 04' East 7.87 chains to a point which is North 10.97 chains from said old gas pipe in a large sycamore stump; thence continuing on the same course South 65° 04' East 77.55 chains to the place of beginning, together with and including a strip of land 40 feet wide and extending from the point of beginning of the above described land North 46° 02' East 13.01 chains along and Northwest of the boundary line between S. L. S. 344 and 755 to the corner common to S. L. S. Nos. 344 and 345 and 755; thence North 37° 39' East 40.26 feet along and Northwest of the boundary line between S. L. S. Nos. 345 and 755.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assesment Roll As Assessor's Parcel No. 16-370-01, Code Area 58-009.

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62458-B Effective Date: July 15, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

JAMES M. PYLMAN and ROBERT G. PYLMAN

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

The following described property vests in: Robert Pylman and James Pylman, an undivided 2/3rds interest; and James M. Pylman and Robert G. Pylman, each an undivided 1/6th interest.

All that real property in the County of Yolo, State of California, described as follows:

The South half of the South half of Swamp Land Survey No. 345 of Yolo County Surveys in Township 6 North, Range 4 East, M. D. B. & M., more particularly described as follows:

Commencing at the Southwest corner of said Swamp Land Survey No. 345, thence North 36° 41' East along the West line of said Swamp Land Survey, 418.9 feet to a point; thence South 58° 43' East 2782.4 feet to a point on the East line of said Swamp Land Survey 345, which point is also on the Sacramento River; thence South 48° 40' West 419.2 feet to a point; thence South 43° 56' West 484.0 feet to a point; thence leaving the Sacramento River and along the South line of said Swamp Land Survey No. 345, North 48° 45' West 2630.3 feet to the point of commencement.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 16-360-36, Code Area 58-009.

NOTE: This Guarantee is limited to the above described property.

Micro Filmed

agricultural preserve and the execution and approval of ... Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

(Recorded) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-328

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between HOWARD HEEMAN & ANNA MARIE HEEMAN, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 26, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiched

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

HOWARD BEEMAN and ANNA MARIE BEEMAN
c/o RODEGERDTS, MEANS, NORTHUP & ESTEY
P. O. BOX 610, Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Capparuccini Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

X Howard D Beeman

X Anna Marie Beeman

X

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 23, 1970, before me the undersigned Notary Public ~~xxxxxxxxxxxxx~~ of the County of Yolo, personally appeared HOWARD D. BEEMAN & ANNA MARIE BEEMAN, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of July, 1971.

Wanda L. Skellchock
~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~
NOTARY PUBLIC, STATE OF CALIFORNIA,
COUNTY OF YOLO

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Micro Fiched

GUARANTEE

68 20722

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☑ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62357-A,B,C&D Liability $ 145.00 Fee $ 45.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODGERS[illegible], MEANS, MORTON AND BOTH
Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 8, 1970, in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [signature] Secretary

Edition Grosse 26

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

Micro Fiched

Contract is deemed to be a dertimination that the highest and [illegible] use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62357-C Effective Date: July 8, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

HOWARD BEEMAN

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Howard Beeman and Anna Marie Beeman, his wife

All that real property in the County of Yolo, State of California, described as follows:

The Southwest Quarter of Section 5, Township 9 North, Range 1 East, M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 24-010-04, Code Area 87-074.

NOTE: This Guarantee is limited to the above described property.

ADDITION TO PRESERVE 26

Micro Filmed

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-329

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 19 71 by and between THOMAS S. PLEASANTS, CHRISTY CLARK, BONNIE PLEASANTS, CLANCIE PLEASANTS and THOMAS S. PLEASANTS AS GUARDIAN OF JON PLEASANTS

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 42, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 19 71, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

XXXX THOMAS S. PLEASANTS, ETAL.

c/o RODEGERDTS, MEANS, NORTHUP & ESTEY

P. O. Box 610, Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espinoza Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Bonnie Pleasants
(BONNIE PLEASANTS)

Clancie Pleasants
(CLANCIE PLEASANTS)

Thomas S. Pleasants
(THOMAS S. PLEASANTS)

Thomas S. Pleasants, Gdn.
(THOMAS S. PLEASANTS, GDN.)

Christy Clark
(CHRISTY CLARK)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 7th day of July, 19___, before me the undersigned Notary Public ~~XXXXXXXXXXXXXX~~ of the County of Yolo, personally appeared THOMAS S. PLEASANT, CHRISTY CLARK, BONNIE PLEASANTS, ~~and CIANCIE PLEASANTS~~, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 7th day of July, 1970.

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Wanda L. Skellchock
~~XXXXXXXXXXXXX

GUARANTEE

68 20634

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62269 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MEANS, NORTHUP & ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 1, 1970 at 5:00 p.m. , in the County of Yolo, State of California

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WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [signature] Secretary

Countersigned:

Vice President

ADDITION TO PRESERVE L2

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62269 Effective Date: July 1, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

AS TO PARCEL 1: Thos. S. Pleasants, an undivided 1/3 interest; Jon Pleasants, Christy Clark, Bonnie Pleasants, and Clancie Pleasants in equal shares, an undivided 2/3 interest.

AS TO PARCELS 2 and 3: Thomas S. Pleasants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Southeast Quarter of Section 4, Township 8 North, Range 1 West, M.D.B.& M.

EXCEPTING THEREFROM THE FOLLOWING:

(a) BEGINNING at the point of intersection of the North line of said Quarter Section with the West line of the Madison-Winters Road, and running thence South, along the West line of said road, 784 feet to a point; thence West, parallel to the North line of said Quarter Section 730 feet to a point; thence North, parallel to the first course, 784 feet to a point on the North line of said Quarter Section; thence East, along said North line of said Quarter Section 730 feet to the point of beginning.

(b) BEGINNING at a point on the North line of said Quarter Section 730 feet West of the point of intersection of said North line of said Quarter Section with the West line of the Madison-Winters Road, said point of beginning being the Northwest corner of land heretofore conveyed to Thomas S. Pleasants and Jean Pleasants, his wife, by deed recorded in the office of the Yolo County Recorder in Book 309 of Official Records, at page 374; thence from said point of beginning South 784 feet to a point, being the Southwest corner of said lot so deeded to Thomas S. Pleasants, et ux; thence West, parallel to the North line of said Quarter Section 730 feet to a point; thence North 784 feet to the North line of said Quarter Section; thence East along the North line of said Quarter Section 730 feet to the point of beginning.

PARCEL 2: That certain parcel of land situate in the Southeast Quarter of Section 4, Township 8 North, Range 1 West, M.D.B.& M, beginning at the point of intersection of the North line of said Quarter Section with the West line of the Madison Winters Road, and running thence South, along the West line of said Road, 784 feet to a point; thence West, parallel to the North line of said Quarter Section, 730 feet to a point; thence North, parallel to the first course, 784 feet to

Micro Fiched

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

DESCRIPTION (continued):

a point on the North line of said Quarter Section; thence East, along said North line of said Quarter Section, 730 feet to the point of beginning.

PARCEL 3: That certain parcel of land situate in the Southeast Quarter of Section 4, Township 8 North, Range 1 West, M.D.B.& M., beginning at a point on the North line of said Quarter Section 730 feet West of the point of intersection of said North line of said Quarter Section with the West line of the Madison Winters Road; said point of beginning being the Northwest corner of land heretofore conveyed to Thomas S. Pleasants and Jean Pleasants, his wife, by deed recorded in the office of the Yolo County Recorder, in Book 309 of Official Records, at page 374; thence from said point of beginning South 784 feet to a point, being the Southwest corner of said lot so deeded to Thomas S. Pleasants, et ux; thence West, parallel to the North line of said Quarter Section 730 feet to a point; thence North 784 feet to the North line of said Quarter Section; thence East along the North line of said Quarter Section 730 feet to the point of beginning.

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the hereinabove described property on their 1969-70 Assessment Roll as follows:

Parcel 1: Assessment Parcel No. 30-030-27, Code Area 86-001.
Parcel 2: Assessment Parcel No. 30-030-33, Code Area 86-001.
Parcel 3: [illegible]

Micro Fiched

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-320

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between THOMAS S. PLEASANTS

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 42, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiche

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

THOMAS S. PLEASANTS

c/o RODEGERDTS, MEANS, NORTHUP & ESTEY
P. O. Box 610
Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Spigarini
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

Thomas S. Pleasants
(THOMAS S. PLEASANTS)

Index 970 Page 190

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara S. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 21, 1970, before me the undersigned ~~Notary Public~~ of the County of Yolo, personally appeared THOMAS S. PLEASANTS, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 21st day of July, 1970

WANDA L. SKELLCHOCK
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Wanda L. Skellchock
NOTARY PUBLIC

Micro Fiche

GUARANTEE

68 20634

☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐

☐ PLANT INFORMATION GUARANTEE
☒ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62269 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MEANS, NORTHUP & ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 1, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Micro Fiched

Countersigned:

Vice President

ADDITION TO PRESERVE 1.2

WESTERN TITLE INSURANCE COMPANY

By R.H. Motton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE - 1967

BOOK 970 PAGE 192

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62269 Effective Date: July 1, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

AS TO PARCEL 1: Thos. S. Pleasants, an undivided 1/3 interest; Jon Pleasants, Christy Clark, Bonnie Pleasants, and Clancie Pleasants in equal shares, an undivided 2/3 interest.

AS TO PARCELS 2 and 3: Thomas S. Pleasants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Southeast Quarter of Section 4, Township 8 North, Range 1 West, M.D.B.& M.

EXCEPTING THEREFROM THE FOLLOWING:

(a) BEGINNING at the point of intersection of the North line of said Quarter Section with the West line of the Madison-Winters Road, and running thence South, along the West line of said road, 784 feet to a point; thence West, parallel to the North line of said Quarter Section 730 feet to a point; thence North, parallel to the first course, 784 feet to a point on the North line of said Quarter Section; thence East, along said North line of said Quarter Section 730 feet to the point of beginning.

(b) BEGINNING at a point on the North line of said Quarter Section 730 feet West of the point of intersection of said North line of said Quarter Section with the West line of the Madison-Winters Road, said point of beginning being the Northwest corner of land heretofore conveyed to Thomas S. Pleasants and Jean Pleasants, his wife, by deed recorded in the office of the Yolo County Recorder in Book 309 of Official Records, at page 374; thence from said point of beginning South 784 feet to a point, being the Southwest corner of said lot so deeded to Thomas S. Pleasants, et ux; thence West, parallel to the North line of said Quarter Section 730 feet to a point; thence North 784 feet to the North line of said Quarter Section; thence East along the North line of said Quarter Section 730 feet to the point of beginning.

PARCEL 2: That certain parcel of land situate in the Southeast Quarter of Section 4, Township 8 North, Range 1 West, M.D.B.& M, beginning at the point of intersection of the North line of said Quarter Section with the West line of the Madison Winters Road, and running thence South, along the West line of said Road, 784 feet to a point; thence West, parallel to the North line of said Quarter Section, 730 feet to a point; thence North, parallel to the first course, 784 feet to

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[illegible] and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

CRIPTION (continued):

a point on the North line of said Quarter Section; thence East, along said North line of said Quarter Section, 730 feet to the point of beginning.

PARCEL 3: That certain parcel of land situate in the Southeast Quarter of Section 4, Township 8 North, Range 1 West, M.D.B.& M., beginning at a point on the North line of said Quarter Section 730 feet West of the point of intersection of said North line of said Quarter Section with the West line of the Madison Winters Road; said point of beginning being the Northwest corner of land heretofore conveyed to Thomas S. Pleasants and Jean Pleasants, his wife, by deed recorded in the office of the Yolo County Recorder, in Book 309 of Official Records, at page 374; thence from said point of beginning South 784 feet to a point, being the Southwest corner of said lot so deeded to Thomas S. Pleasants, et ux; thence West, parallel to the North line of said Quarter Section 730 feet to a point; thence North 784 feet to the North line of said Quarter Section; thence East along the North line of said Quarter Section 730 feet to the point of beginning.

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the hereinabove described property on their 1969-70 Assessment Roll as follows:

~~Parcel 1: Assessment Parcel No. 30-030-27, Code Area 86-001.~~
Parcel 2: Assessment Parcel No. 30-030-23, Code Area 86-001.
Parcel 3: " " " " " " "

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agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

RECORDED
Document

FILED

MAR - 8 1971

LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

2405

AGREEMENT NO. 71-331

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between Isabel H. Creed, 5959 Johnston Drive, Oakland, California, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 41, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

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WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses: and

BOOK 970 PAGE 195

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Isabel H. Creed, 5959 Johnston Dr.,
Oakland, California 94611
Telephone: 339-1675

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

VOL. 970 PAGE 195
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
At 22 Min. Past 4 O'clock P. M.
YOLO COUNTY, CALIFORNIA
Recorder

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

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SEAL

COUNTY OF YOLO

BY Joseph Esquivel Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Isabel H. Creed
By Burnham Enersen,
Attorney-in-fact.

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 19 71, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
)ss.
CITY AND COUNTY OF SAN FRANCISCO)

On July 28, 1970 before me, a Notary Public in and for said State, personally appeared Burnham Enersen, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Isabel H. Creed, and acknowledged to me that he subscribed the name of Isabel H. Creed thereto as principal, and his own name as attorney-in-fact.

Witness my hand and official seal the day and year first above appearing.

NOTARIAL SEAL

Helen Railsback
(Notary Public)

HELEN RAILSBACK
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires Jan. 21, 1972

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BOOK 970 PAGE 197

GUARANTEE

68 20619

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62263 Liability $ 220.00 Fee $ 120.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

McCUTCHON, DOYLE, BROWN & ENERSEN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 6, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Jones Secretary

ADDITION TO PRESENT [illegible]

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"Exhibit A"

[illegible] other property in possession or in action; and to make, do and transact all and every kind of business of every kind, character and description; and, also, for me and

BOOK 9239 PAGE

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62263 Effective Date: July 6, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

ISABEL H. CREED

The following described property vests in: ISABEL H. CREED.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: All of Sections 6, 7, 8, 17, 18; West one-half of Section 5; West one-half of Section 16; West one-half and the Southeast one-quarter of Section 9; all in Township 12 North, Range 2 West, M.D.B.& M.

EXCEPTING THEREFROM an undivided one-half of all oil, gas and kindred substances and mineral substances of all kinds, existing or to exist hereafter in and upon said property, etc., as reserved in the deed from Leila W. D'Oyly, et al., to C. J. Kelly, et ux., dated March 15, 1945 and recorded April 23, 1945 in Book 215 of Official Records at page 459.

ALSO EXCEPTING FROM Sections 9 and 16 the following: BEGINNING at the section corner common to Sections 9, 10, 15 and 16, Township 12 North, Range 2 West as said corner is shown on that Record of Survey filed in Book 7 of Maps and Surveys at page 84, Yolo County Records; thence on and along the East line of said Section 9, North 0° 29' 18" West 1315.94 feet; thence leaving said East line North 83° 01' 15" West 300.59 feet; thence South 7° 01' 42" West 393.96 feet; thence South 28° 24' 52" West 250.37 feet; thence South 17° 38' 13" West 103.30 feet; thence South 2° 13' 07" West 1157.95 feet; thence North 89° 11' 43" East 559.95 feet to the West line of said Section 15, said Section line is also the West line of that certain parcel of land described in Deed recorded in Book 792 Official Records at page 97, Yolo County Records; thence along said West property line and West section line North 0° 46' 31" West 506.50 feet to the point of beginning and containing 20.00 acres, more or less.

PARCEL 2: The Southeast 1/4 of the Southeast 1/4, and the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 12 North, Range 3 West, M.D.B.& M. The North 1/2 of the North 1/2; and the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 12 North, Range 3 West, M.D.B.& M. The Northeast 1/4 of the Northeast 1/4 of Section 14, Township 12 North, Range 3 West, M.D.B.& M.

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with goods, wares and merchandise, choses in action, and other property in possession or in action; and to make, do and transact all and every kind of business of every kind, character and description; and, also, for me and

BOOK 0483 PAGE

EXCEPTING THEREFROM all the coal and other minerals in the lands so entered and patented together with the right to prospect for, mine and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat., 862) as reserved in Patent to Hattie L. E. Hackett, dated July 19, 1938 and recorded November 25, 1938 in Book 119 of Official Records at page 217.

PARCEL 3: The East one-half of Section 16, Township 12 North, Range 2 West, M.D.B.& M.

EXCEPTING THEREFROM for a period of 20 years from January 28, 1952, an undivided one-half of all oil, gas and minerals located in, on or under said property, as reserved in Deed from Jessie Robson Chinn, formerly Jessie Whipple Robson, to C. E. Kelly, et ux., dated January 28, 1952 and recorded June 23, 1952 in Book 368 of Official Records at page 116, Recorder's File No. 3547.

ALSO EXCEPTING THEREFROM that portion described as follows: BEGINNING at the section corner common to Sections 9, 10, 15 and 16, Township 12 North, Range 2 West as said corner is shown on that Record of Survey filed in Book 7 of Maps and Surveys at page 84, Yolo County Records; thence on and along the East line of said Section 9, North 0° 29' 18" West 1315.94 feet; thence leaving said East line North 83° 01' 15" West 300.59 feet; thence South 7° 01' 42" West 393.96 feet; thence South 28° 24' 52" West 250.37 feet; thence South 17° 38' 13" West 103.30 feet; thence South 2° 13' 07" West 1157.95 feet; thence North 89° 11' 43" East 559.95 feet to the West line of said Section 15, said Section line is also the West line of that certain parcel of land described in deed recorded in Book 792 Official Records at page 97, Yolo County Records; thence along said West property line and West section line North 0° 46' 31" West 506.50 feet to the point of beginning and containing 20.00 acres, more or less.

PARCEL 4: The Southeast 1/4 of the Northeast 1/4 and the East 1/2 of the Southeast 1/4 of Section 13, and the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 12 North, Range 3 West.

EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances and all necessary rights of way and easements for the development and extraction of same, as reserved in deed from Roy L. Hayes and wife, to C. E. Kelly and wife, recorded June 17, 1955, in Book 456 of Official Records at page 438, Recorder's File No. 5125.

PARCEL 5: In Township 12 North, Range 3 West, M.D.B.& M.

Section 13: The South half of the Southwest Quarter;
Section 14: The West half, the Southeast Quarter of the Northeast Quarter, and the East half of the Southeast Quarter;
Section 23: Northwest Quarter, West half of the Northeast Quarter, and the Northeast Quarter of the Northeast Quarter, the Southeast quarter, and the West half of the Southwest quarter and the Northeast quarter of the Southwest quarter;
Section 24: The Northwest Quarter, the Southeast Quarter of the Northeast Quarter, the North half of the Southwest Quarter and the Southeast Quarter of Southwest Quarter, the West half of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter.

EXCEPTING FROM PARCEL 5, all minerals, oil, gas and hydrocarbon substances and all necessary rights of way and easements for the development and extraction of same, as reserved in various conveyances prior to the acquisition of title by the vestee named herein.

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...ION (continued);

PARCEL 6: Lots 2, 3, and 4; the Southeast 1/4 of the Northwest 1/4; the South 1/2 of the Northeast 1/4; the Northeast 1/4 of the Southeast 1/4; and the South 1/2 of the South 1/2 of Section 1, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances located therein or thereunder, or which may produced therefrom.

PARCEL 7: All of Section 2, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances located therein or thereunder, or which may produced therefrom.

PARCEL 8: The Northeast 1/4; the East 1/2 of the Southeast 1/4 of the Northwest 1/4; the East 1/2 of the Southwest 1/4; the West 1/2 of the Northwest 1/4 of the Southeast 1/4; and the South 1/2 of the Southeast 1/4 of Section 3, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances located therein or thereunder, or which may produced therefrom.

PARCEL 9: The East 1/2 of the Southeast 1/4 of Section 8 of Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances located therein, or thereunder or which may produced therefrom.

PARCEL 10: Section 9, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM the Northeast 1/4 thereof and the following described portion of the Northwest 1/4 thereof: BEGINNING at the Northwest corner of said Section 9, thence South 1° 33' 22" West along the Westerly line of said Section for a distance of 467.54 feet to a point; thence North 83° 53' 37" East 72.57 feet; thence South 70° 39' 19" East 109.09 feet; thence North 72° 20' 08" East 146.26 feet; thence North 36° 11' 53" East, 202.95 feet; thence North 14° 09' 34" East 105.02 feet; thence North 29° 58' 54" East, 102.96 feet; thence North 10° 57' 35" East, 68.42 feet, to a point on the Northerly line of said Section 9; thence North 88° 34' 08" West, 516.31 feet to the point of beginning, containing 4.50 acres, more or less.

ALSO EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances located therein or thereunder, or which may produced therefrom.

PARCEL 11: The Southwest 1/4; the East 1/2 of the Northwest 1/4 of the Northwest 1/4; the Northeast 1/4 of the Northwest 1/4; the West 1/2 of the Northeast 1/4; the Northeast 1/4 of the Northeast 1/4; the West 1/2 of the Southeast 1/4; and the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances located therein or thereunder, or which may produced therefrom.

PARCEL 12: The East 1/2 of the Northwest 1/4; the Northwest 1/4 of the Northwest 1/4; the Southwest 1/4 of the Southwest 1/4; the Northeast 1/4; and

with goods, wares and merchandise, choses in action, and other property in possession or in action; and to make, do and transact all and every kind of business of every kind, character and description; and, also, for me and

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BOOK 0210 PAGE

(continued):

the East 1/2 of the Southeast 1/4 of Section 11, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances located therein or thereunder, or which may produced therefrom.

PARCEL 13: The North 125 feet of the Northeast 1/4 of Section 16, and the North 125 feet of Section 15, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all minerals, oil, gas and hydrocarbon substances located therein or thereunder, or which may produced therefrom.

PARCEL 14: The Northeast quarter of the Southeast Quarter of Section 24, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM the interest reserved to Jesse W. Powell, also known as J. W. Powell and Esther Fern Powell, his wife, in all mineral rights, etc., in deed to Wilbur D. May, dated July 18, 1956 and recorded August 2, 1956 in Book 491 of Official Records at page 334, Recorder's File No. 6256.

PARCEL 15: The West half of the Southeast quarter of Section 13, and the West half of the Northeast quarter of Section 24, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all minerals, mineral oils, coal and bituminous products lying in, under and upon the herein described property as conveyed to Woodland Oil and Development Co., a corporation, by deed dated March 21, 1901, recorded March 27, 1901 in Book 56 of Deeds at page 601.

ALSO EXCEPTING THEREFROM the interest reserved to Jesse W. Powell, also known as J. W. Powell, and Esther Fern Powell, his wife, in all mineral rights, etc., in deed to Wilbur D. May, dated July 18, 1956 and recorded August 2, 1956 in Book 491 of Official Records at page 334, Recorder's File No. 6256.

PARCEL 16: The Southeast quarter of the Northeast Quarter of Section 23, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM the interest reserved to Jesse W. Powell, also known as J. W. Powell, and Esther Fern Powell, his wife, in all mineral rights etc., in deed to Wilbur D. May dated July 18, 1956 and recorded August 2, 1956 in Book 491 of Official Records at page 334, Recorder's File No. 6256.

PARCEL 17: The North one-half of Section 26; the North one-half of the Southeast Quarter of Section 26; the Southwest Quarter of the Southeast Quarter of Section 26; All in Township 12 North, Range 3 West, M.D.B.& M., containing 440 acres, more or less.

EXCEPTING FROM all of the above described lands all minerals, oil, gas and hydrocarbon substances and all necessary rights of way and easements for the development and extraction of same, as reserved in various conveyances prior to the acquisition of title by the vestee named herein.

with goods, wares and merchandise, choses in action, and other property in possession or in action; and to make, do and transact all and every kind of business of every kind, character and description; and, also, for me and

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BOOK 0259 PAGE

PARCEL 18: An undivided 1/2 interest in the following described property:

The Southwest 1/4 of the Northwest 1/4 of Section 11, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all oil, gas and other minerals, in, on, or under the above described property or that may be produced therefrom, as excepted in the deed from Jean McLean to Isabel H. Creed, a widow, dated May 5, 1970, recorded May 14, 1970, Recorder's File No. 5228.

PARCEL 19: The Southeast Quarter of Northeast Quarter, and Northeast Quarter of Southeast Quarter of Section 10, Township 12 North, Range 3 West, M.D.B.& M.

PARCEL 20: The West half of Southeast Quarter; Southwest Quarter of Northeast Quarter; South half of Northwest Quarter of Northeast Quarter of Section 14, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING FROM Parcels 19 and 20 above, all oil, gas and other minerals, in, on or under the above described property or that may be produced therefrom, as excepted in the deed from Rumsey Hills Hunting Club Ltd., a corporation, to Isabel H. Creed, a widow, dated April 10, 1970, recorded May 20, 1970, Recorder's File No. 5425.

PARCEL 21: An undivided 15/30ths interest in and to the following described property:

The Northwest Quarter of the Northwest Quarter of Section 12, Township 12 North, Range 3 West, M.D.B.& M.

EXCEPTING THEREFROM all oil, gas and other minerals, in, on, or under the above described property or that may be produced therefrom as excepted in the deed from Margaret Arnold to Isabel H. Creed, a widow, dated June 12, 1970 and recorded June 18, 1970 in Book 945 of Official Records at page 584.

with goods, wares and merchandise, choses in action, and other property in possession or in action; and to make, do and transact all and every kind of business of every kind, character and description; and, also, for me and

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NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as follows:

PARCEL 1: Assessment Parcel Nos. 18-030-01, 18-030-02, 18-030-05, 18-040-01, 18-040-03, 18-040-05, 18-030-03 and a portion of Parcel No. 18-030-07, Code Area 63-028.

PARCEL 2: Assessment Parcel Nos. 18-080-35, 18-080-38 and 18-120-15, Code Area 63-034.

PARCEL 3: A portion of Assessment Parcel No. 18-040-07, Code Area 63-028.

PARCEL 4: Assessment Parcel No. 18-120-20, Code Area 63-034.

PARCEL 5: Assessment Parcel Nos. 18-120-17, 18-120-08, 18-120-21 and 18-120-09, Code Area 63-034.

PARCEL 6: Assessment Parcel Nos. 18-080-57, 18-030-58, 18-080-60 and 18-080-62, Code Area 63-034.

PARCEL 7: Assessment Parcel Nos. 18-080-54, 18-080-56, and 18-080-63, Code Area 63-034.

PARCEL 8: Assessment Parcel No. 18-080-42, Code Area 63-034.

PARCEL 9: Assessment Parcel No. 18-100-10, Code Area 63-035.

PARCEL 10: Portion of Parcel No. 18-100-27, Code Area 63-034.

PARCEL 11: Portion of Parcel No. 18-080-43, Code Area 63-034.

PARCEL 12: Portion of Parcel No. 18-080-43 and all of Parcel Nos. 18-080-50, 18-080-51 and 18-080-53, Code Area 63-034.

PARCEL 13: Portion of Parcel Nos. 18-100-27 and 18-080-43, Code Area 63-034.

PARCEL 14: Assessment Parcel No. 18-120-22, Code Area 63-034.

PARCEL 15: Assessment Parcel No. 18-120-19, Code Area 63-034.

PARCEL 16: Assessment Parcel No. 18-120-14, Code Area 63-034.

PARCEL 17: Assessment Parcel No. 18-130-19, Code Area 63-034.

PARCEL 18: Assessment Parcel No. 18-080-21, Code Area 63-034.

PARCEL 19: Assessment Parcel No. 18-080-17, Code Area 63-034.

PARCEL 20: Assessment Parcel No. 18-120-13, Code Area 63-034.

~~PARCEL 21: Assessment Parcel No. 18-090-31, Code Area 63-034.~~

NOTE: This Guarantee is limited to the property herein described.

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OFFICIAL RECORDS
RECORDED AT REQUEST OF
Hodgkins, Means & North
& BSTBY
JUL 29 1970
At 25 Min. Past 9 O'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
$4.00 PD

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, ISABEL H. CREED, have made, constituted and appointed, and by these presents do make, constitute and appoint BURNHAM ENERSEN and DERK R. TeROLLER, jointly and severally, my true and lawful attorneys for me and in my name, place and stead, and for my use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as may become due, owing, payable or belonging to me, and have, use and take all lawful ways and means in my name, or otherwise, for the recovery thereof, by legal process, and to compromise and agree for the same, and grant acquittances or other sufficient discharges for the same; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments, and accept the seisin and possession of all lands, and all deeds and other assurances in the law therefor, and to lease, let, demise, bargain, sell, remise, release; convey, mortgage and hypothecate lands, tenements and hereditaments upon such terms and conditions, and under such covenants as they shall think fit. Also to bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action; and to make, do and transact all and every kind of business of every kind, character and description; and, also, for me and

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BOOK 940 PAGE

in my name and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfactions of mortgage debts, judgment debts and other debts and such other instruments in writing, of every kind and nature, as may be necessary or proper in the premises.

Also to make and enter into, and to sign, seal, execute and deliver contracts of every kind and nature; to buy, purchase, sell and dispose of personal property of every kind and nature, including shares of stock, securities and choses in action, and to sign, seal, execute and deliver deeds and bills of sale therefor; to bargain, sell, transfer and convey real estate and to sign, seal, execute and deliver deeds and conveyances therefor; to sign, seal, execute and deliver checks, notes, bills of exchange and evidences of indebtedness; to collect, withdraw and receive from any bank, corporation or other person, moneys owing to me from or on deposit with such bank, corporation or other person, and to execute checks, orders, drafts and receipts therefor.

Also to vote or give proxies to vote at all meetings of stockholders, whether general, regular or special, of any corporation wherein I may be the owner of shares, the shares of stock of such corporation owned by me on any and all questions which may arise at or come before any such meeting, and to do all and everything respecting such shares of stock, including the calling of meetings of directors or stockholders or making and giving consents and ratifications, and any and every other act or thing which I might or could do if personally present,

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BOOK 949 PAGE 1

intending hereby to confer upon my said attorneys in fact full power and authority to do, with reference to such shares of stock, any and every thing whatsoever which I myself might or could do.

Also to make, do and transact all and every kind of business of whatsoever kind or nature and generally to do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, orders, deeds, writings, assurances and instruments which may be requisite or proper to effectuate any matter or thing appertaining or belonging to me and generally to act for me in all matters affecting any business or property which I may have with the same force and effect to all intents and purposes as though I were personally present and acting for myself.

GIVING AND GRANTING unto my said attorneys full power and authority to do and perform every act and thing whatsoever necessary, proper or convenient to be done in the premises as fully to all intents and purposes as I might or could do for myself, hereby ratifying and confirming all that my said attorneys, and each of them, shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand the 14th day of November, 1969.

Isabel H. Creed

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BOOK 945 PAGE 79

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 16th day of November, 1969, before me, Darlene L. Ford, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared ISABEL H. CREED, known to me to be the person who executed and whose name is subscribed to the within and foregoing instrument, and she acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at San Francisco, State of California, the day and year in this certificate first above written.

[NOTARIAL SEAL]

Darlene L. Ford
Notary Public
In and for the State of California
My Commission Expires: October 30, 1972

BOOK 949 PAGE 80

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(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-332

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between E.H.CONNICK,MAX THELEN & WELLS FARGO BANK Co-trustees S. H. Cowell Foundation, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 80, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Co-trustees S. H. Cowell Foundation

c/o Wells Fargo Bank, N.A.
464 California Street
San Francisco, California, 94120

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

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SEAL

COUNTY OF YOLO

BY Dorothy E. Briggs Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Wm. Thelen Jr.

WELLS FARGO BANK, N.A.

By: H. A. Hellmuth

By: E. M. DEPPER ASSISTANT TRUST OFFICER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Febr 2, 1921, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Belzers
DEPUTY

STATE OF CALIFORNIA)

State of California,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 28th day of July in the year One Thousand Nine Hundred and Seventy, before me, SELMA R. CONLAN, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared W. A. Stimpson and E. M. Lester known to me to be the Asst. Vice President, Trust Officer & Asst. Trust Officer of WELLS FARGO BANK, N. A. the Corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.

OFFICIAL SEAL
SELMA R. CONLAN
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires July 4, 1973

Selma R. Conlan

Selma R. Conlan
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California.
My commission expires July 4, 1973

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State of California,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 28th day of July in the year One Thousand Nine Hundred and Seventy, before me, SELMA R. CONLAN, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Mary Nielsen Jr. as Trustee

known to me to be the person described in, whose name is subscribed to, and who executed the within and annexed instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.

Selma R. Conlan

Selma R. Conlan
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California.
My commission expires July 4, 1973

BOOK 970 PAGE 211

9

TO 1551 (7-68)

TI

RO 8441-061A

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Assessor's Parcel
No. 16-350-05

a California corporation, does hereby guarantee

Wells Fargo Bank
500 Capital Mall
Sacramento, California

Attention: Jim Cody

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

E. H. CONNICK, MAX THELEN and WELLS FARGO BANK & UNION TRUST CO. now WELLS FARGO BANK, as Trustees of a charitable trust known as S. H. COWELL FOUNDATION, by the decree of distribution

~~Said~~ Recorded November 21, 1957

Document No. 8370 in Book 527 of Official Records page 226

I.R.S. $ none

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

See description attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 18, 1970 @ 7:30 A.M.

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Title Insurance and Trust Company

by _____ PRESIDENT

Attest: _____ SECRETARY

ADDITION TO RESERVE 80

"Exhibit A"

16-350-05

BOOK 970 PAGE 212

DESCRITPION

All that certain real property situate in the County of Yolo,

State of California, described as follows:

BEGINNING at the North-west corner of Swamp Land Survey Number Seven Hundred and Fifty-Six (756) of the official surveys of the said County of Yolo, at a point a little North of West from the quarter section corner between Sections Three (3) and Four (4), Township Six (6) North, Range Four (4) East, Mount Diablo Base and Meridian, thence South 77° East along the upper lineof said Swamp Land Survey Number Seven Hundred and Fifty-Six (756) Twenty and Fifty-four hundredths (20-54/100) chains to the back corner of Hester's Ten (10) acre tract; thence South 13° West Two and Fifty hundredths (2-50/100) chains; thence South 77° East Forty (40) chains to a point on the West Bank of the Sacramento River, Ten (10) rods below the North-east corner of said Swamp Land Survey Number Seven Hundred and Fifty-Six (756); thence down said River with its meanders South 10° 25' West Four and Sixty-four hundredths (4-64/100) chains; South 13° 24' West Five and Forty-hundredths (5-40/100) chains; South 30° 30' West Twelve (12) chains; South 40° 10' West Seven and Twenty-one hundredths (7-21/100) chains; thence leaving said River North 75° 30' West Fifty-six and Fifty-hundredths (56-50/100) chains to the back line of said Swamp Land Survey Number Seven Hundred and Fifty-six (756); thence North 19° 10' East along said back line, Twenty-eight and Seventy-hundredths (28-70/100) chains to the place of beginning, and containing 167.55 acres, more or less.

BOOK 970 PAGE 213

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RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

VOL. 970 OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
30 MIN. PAST 4 O'CLOCK P.M.
YOLO COUNTY, CALIFORNIA
Kenneth Stone Recorder

AGREEMENT NO. 71-333

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between E.H.CONNICK,MAX THOLEN, WELLS FARGO BANK & UNION TRUST CO. Co-trustees S. H. Cowell Foundation, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 56, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

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BOOK 970 PAGE 214

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Co-trustees S. H. Cowell Foundation

c/o Wells Fargo Bank, N.A.
464 California Street
San Francisco, California, 94120

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

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IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Virgil E. Stigaard Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Mark Thelen

WELLS FARGO BANK, N.A.

By: M. K. Thelen

By: E. M. DEPPER ASSISTANT TRUST OFFICER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodrigues
DEPUTY

State of California,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 28th day of July in the year One Thousand Nine Hundred and Seventy, before me, SELMA R. CONLAN, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Bar of Nelson Jr. & Trustee

known to me to be the person described in, whose name subscribed to, and who executed the within and annexed instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.

OFFICIAL SEAL
SELMA R. CONLAN
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires July 4, 1973

Selma R. Conlan

NOTARY PUBLIC
In and for the City and County of San Francisco, State of California.
My commission expires July 4, 1973

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State of California,
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 25th day of July in the year One Thousand Nine Hundred and Seventy, before me, SELMA R. CONLAN, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared W. W. Simpson II and E. M. Seifert

known to me to be the Asst. Vice President & Asst. Secretary of WELLS FARGO BANK, N. A.

the Corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.

OFFICIAL SEAL
SELMA R. CONLAN
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires July 4, 1973

Selma R. Conlan

NOTARY PUBLIC
In and for the City and County of San Francisco, State of California.
My commission expires July 4, 1973

BOOK 970 PAGE 216

TO 1551 (7-68)

TI

RO 8441-061B

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 65.00

Street address or other ref.

Assessor's Parcel No. 16-040-15
16-050-03
16-050-04
16-070-02
16-080-04
16-090-01
16-100-14
16-090-04
16-130-01

a California corporation, does hereby guarantee

Wells Fargo Bank
500 Capital Mall
Sacramento, California

Attention: Jim Cody

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

SEE EXHIBIT A ATTACHED

Deed Recorded

Document No.

I.R.S. $

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT B ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 18, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

ADDITION TO PRESERVE 56

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BOOK 970 PAGE 217

EXHIBIT A

8441-061B

E. H. CONNICK, MAX THELEN, and WELLS FARGO BANK & UNION TRUST CO., now WELLS FARGO BANK, as Trustees of the charitable trust known as the S. H. COWELL FOUNDATION by the decree recorded November 21, 1957 in Book 527 of Official Records page 226, as to PARCEL NO. 1; and E. H. CONNICK, MAX THELEN and WELLS FARGO BANK & UNION TRUST CO., now WELLS FARGO BANK, as Trustees of the charitable trust known as the S. H. COWELL FOUNDATION by the deed recorded October 21, 1959 in Book 586 of Official Records page 396, IRS $None, as to PARCELS 2 through 5.

EXHIBIT B

PARCEL NO. 1:

Swamp land Surveys Number 361, 363, 897 and 985, according to the official surveys of Swamp and Overflowed Lands of the County of Yolo, being portions of Township 7 North, Range 4 East, M.D.B. & M.

PARCEL NO. 2:

Those parts of Swamp Land Surveys Nos. 1079, 1041, 411 and 333 of Yolo County Records, described as follows:

Beginning at the projected section corner common to Sections 9-10-15 & 16, T7N, R4E, M.D.B. & M. and which point is further described as being the corner common to Swamp Land Surveys Nos. 1079 & 985 of Yolo County records and which point is located on the center line of the Reclamation District No. 307 drainage canal known as N-3 and running from said point of beginning along the section line common to said projected Sections 9 & 16, and along the line common to Swamp Land Survey Nos. 1079 and 985, West 2658.89 feet to the Northeast corner of said Swamp Land Survey No. 985, and to the quarter corner on the North line of said projected Section 16, said point is located on the intersection of the center lines of the Reclamation District No. 307, drainage canal known as N-2 and E-2; thence along the center line of said drainage canal N-2, and along the West line of said Swamp Land Surveys Nos. 1079 and 1041 and the East line of said Swamp Land Survey No. 985, South 0° 34' 50" East 5271.27 feet, to the Southwest corner of the East half of said projected Section 16, and to the corner common to Swamp Land Survey Nos 985 and 1041, and which point is further described as being located on the South line of said projected Section 16, and on the intersection of the center lines of Reclamation District No. 307 drainage canals known as N-2 and E-1, from which point the projected section corner common to Sections 15-16-21 & 22, bears North 89° 12' East 2640.00 feet; thence along the South line of said projected Section 16, and along the line common to Swamp Land Surveys Nos. 1041, 1157 and 1158, Yolo County Records, and along the center line of said Reclamation District No. 307 drainage canal known as E-1, South 89° 12' West 1728.43 feet, from which point the projected section corner common to projected Sections 16-17-20 and 21 bears South 89° 12' West 911.57 feet; thence North 5295.15 feet, through Swamp Land Surveys Nos. 1041 & 1079 to the North line of said projected Section 16, and continuing North 467.64 feet, making 5762.79 feet in all, to a point on the center line of a farm road extending

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WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT B continued

Westerly to Argenta station; thence along the center line of said farm road, South 84° 10' 50" West 1070.53 feet to a point on the Westerly right of way line of the Sacramento Northern Railway, as the same was conveyed by a deed dated July 30, 1928 and recorded October 22, 1928 in Book 118 of Deeds at page 135, by William P. Dwyer et al to the Sacramento Northern Railway, a corporation; thence along the Westerly right of way line along a curve to the left, on an arc of 2824.83 feet radius, said arc being subtended by a chord bearing North 15° 46' 15" West 672.69 feet; thence North 22° 36' 30" West, according to the meridian of this survey, or North 22° 54' 30" West, according to the Sacramento Northern Railway's survey, a distance of 3308.52 feet to a point on the center of Reclamation District No. 307 drainage canal and on the boundary line common to the lands of Dwyer & Cowell to the Southeast and the lands now or formerly owned by Lizzie H. Glide to the Northwest; thence along the center of said drainage canal and along the said boundary line, North 43° 40' East 524.84 feet to the Southwest corner of Swamp Land Survey No. 782, Yolo County Records; thence along the center line of a drainage canal of Reclamation District No. 307, and along the boundary line between the lands of Lizzie H. Glide on the North and the lands of Dwyer and Cowell on the South, South 63° 53' 30" East 1081.74 feet; thence South 69° 00' East 2570.82 feet; thence South 21° 00' 50" West 453.68 feet to the corner common to Swamp Land Surveys Nos. 269, 333, 411 and 1079; thence along the North line of said Swamp Land Survey No. 1079, and along the center line of the ReclamationDistrict No. 307 drainage canal known as E-3, North 89° 28' 20" East 3264.94 feet to the quarter corner on the East side of said projected Section 9, and to its intersection with the center line of the Reclamation District No. 307 drainage canal known as N-3; thence along the center line of said drainage canal N-3, and along the East line of said projected Section 9, and along the East line of said Swamp Land Survey No. 1079, South 0° 22' 30" EAst 2649.94 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof described in the deed to the Sacramento Northern Railway, a corporation, recorded October 22, 1928 in Book 118 of Deeds page 135.

PARCEL NO. 3:

Portion of Swamp Land Survey No. 1160, Yolo County Records, described as follows:

Beginning at the Southwest corner of projected Section 15, T7N, R4E M.D.B. & M and which point is located at the intersection of the center line of the Reclamation District No. 307 drainage canal running North known as N-3, with the center line of a drainage canal running East and West known as E-1, and which point is the corner common to Swamp Land Surveys Nos. 1160 & 985, and running from said point of beginning along the South line of said projected Section 15, and along the South line of said Swamp Land Survey No. 1160, and along the center line of drainage canal known as E-1, North 89° 12' East 3724.07 feet to a point on the center line of the Reclamation District No. 307 drainage canal known as N-4, from which point the projected section corner common to Sections 14-15-22 & 23, T7N, R4E bears North 89° 12' East 345.06 feet to the Northeast corner of Swamp Land Survey No. 383 and continuing North 89° 12' East 1216.38 feet, making 1561.44 feet in all; thence along the center line of said drainage canal known as N-4, North 14° 40' East 1587.53 feet; thence North 12° 42' East 1339.40 feet to the corner common

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WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT B, PARCEL NO. continued

to Swamp Land Surveys Nos. 1160 & 270; thence along the boundary common to Swamp Land Surveys Nos. 1160 & 785, and along the boundary common to the lands of Heringer on the North and the Lands of Dwyer and Cowell on the South, North 75° 21' West 2377.98 feet; thence North 9° 08' 50" West 435.60 feet; thence along the boundary common to Swamp Land Surveys Nos. 1160 & 363, North 89° 49' West 2075.97 feet to a point on the center line of Reclamation District No. 307 drainage canal known as N-3, and to the west line of said projected Section 15; thence along the West line of said projected Section 15 and along the center line of said drainage canal and along the boundary common to Swamp Land Surveys Nos. 1160 & 985, South 0° 22' 30" East 3932.60 feet to the point of beginning (containing 335.82 acres, more or less).

PARCEL NO. 4:

Portion of Swamp Land Survey No. 270, described as follows:

Beginning at a point on the center line of Reclamation District No. 307 drainage canal known as N-4, and on the boundary common to Swamp Land Surveys Nos. 270 & 1160; as the same is shown on that certain plat of survey of Swamp Land Survey No. 270, filed in the office of the Recorder of Yolo County, California on March 1954 and recorded in Book 7 at page 51, from which point the Northwest corner of said Swamp Land Survey No. 270 bears North 12° 42' East 1339.40 feet; and from which point the projected section corner common to Sections 14-15-22 & 23, T7N, R4E, M.D.B. & M. bears South 14° 40' West 1587.53 feet and North 89° 12' East 1561.44 feet; and running from said point of beginning South 75° 19' 40" East 3006.00 feet, to the Westerly bank of the Sacramento River; thence downstream along said westerly bank of said Sacramento River South 7° 48' 20" West 413.66 feet; thence North 74° 15' 20" West 3056.58 feet; thence North 14° 40' East 353.46 feet to the point of beginning, (containing 26.57 acres more or less) and being the same property conveyed by P. N. Ashley et ux to J. D. Saramonti, by deed recorded in Book 58 of Deeds at page 590.

PARCEL NO. 5:

All that portion of Swamp Land Survey No. 280 of Yolo County Records, located in projected Sections 10 & 11, T7N, R4E, M.D.B. & M., described as follows:

Beginning at a point on the center line of Reclamation District No. 307 drainage canal which is located on the westerly boundary of said Swamp Land Survey No. 280, from which point the Northwest corner of said Swamp Land Survey No. 280 bears North 9° 50' West 775.50 feet, as the same is shown on that certain map entitled "Property of C. H. Weatherbee etc" filed in the office of the Yolo County Recorder on June 13, 1942 in Book 5 of Maps and Surveys, and running from said point of beginning South 80° 00' East 2903.00 feet to the Westerly bank of the Sacramento River; thence downstream along the westerly bank of said Sacramento River South 12° 58' East 331.19 feet; thence North 78° 26' West 2952.50 feet to a point on the center line of said drainage canal, from which the corner common to Swamp Land Surveys Nos. 280-363 & 444 bears South 9° 50' East 890.25 feet; thence along the center line of said drainage canal North 9° 50' West 238.35 feet to the point of beginning.

BOOK 870 PAGE 220

Micro Filmed

EXHIBIT B, PARCEL NO. 5, continued

EXCEPTING THEREFROM that portion thereof described in that certain deed to the Roman Catholic Bishop of Sacramento, a corporation sole, recorded November 20, 1924 in Book 108 of Deeds at page 280, Yolo County Records.

BOOK 970 PAGE 221

2407

Micro Fiched

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-334

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between EMILY M. PASCHOAL, ROBERT PASCHOAL IANKI PASCHOAL, ROBERT A. PASCHOAL & HELEN E. PASCHOAL

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 12, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiched

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

X Emily Parker

Robt A Parker

Helen E. Parker

Route 1, Box 211, Winters, Cal.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

OFFICIAL SEAL
RUDOLPH GEORGE
NOTARY PUBLIC, CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY

My Commission Expires Sept. 21, 1970

Subscribed and sworn to before me this 29TH day of JULY 1970

Rudolph George Notary Public
State of California, Principal Office, Yolo County

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

Micro Fiched

SEAL

COUNTY OF YOLO

BY Joseph Espiguero Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

600 Sandy Lane
Vallejo Calif
Laura Parker
Notary Public
My Commission
Expires Aug 26, 1974

OWNER

X X Emily Parker

Robt A Parker

Helen Parker

Larry L Parker

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH SPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

RO 8441-053

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
21-540-17

a California corporation, does hereby guarantee

Helen B. Paschoal

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

Emily M. Paschoal, as to a life estate, with the remainder to Robert Paschoal and Larry Paschoal, as owners; and in Robert A. Paschoal and Helen B. Paschoal, husband and wife, as Joint Tenants, as contract purchasers.

Deed Recorded / Contract of Sale recorded 11-18-63 and Decree of Distribution recorded March 20, 1970.

Document No. 13745 and Document No. 6020.

I.R.S. $ None.

Record Description:

County of Yolo, State of California, described as follows:

The East half of the Southwest quarter and the Southeast quarter of Section 26, Township 9 North, Range 1 West, MDB&M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 16, 1970 @ 7:30 A.M.

Title Insurance and Trust Company Micro Fiched

by [signature] PRESIDENT

Attest: [signature] SECRETARY

"Exhibit A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

2409

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

VOL. 970 PAGE 226
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
AT 30 Min. Past 4 o'clock P.M.
YOLO COUNTY, CALIFORNIA
Thomas S. Kelly By

AGREEMENT NO. 71-335

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between James H. Long and Arlida Long, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 4A, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 226

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

James H. Long and Arlida Long
Box 139
Zamora, California 95698

c/o Rodegerdts, Means, Northup & Estey
P.O. Box 610
Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Filmed

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Dupree Lapiguara
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

James H. Long

Arlida M. Long

970 PAGE 227

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A Rodgers DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 29, 1970, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared ARLIDA M. LONG JAMES H. LONG, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of July, 1970

Wanda L. Skellchock

~~COUNTY CLERK~~
NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Micro Fiched

GUARANTEE

68 20737

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62378 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

MRS. FRANK SIEFERIAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 9, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned: Jan Krouse
Vice President
ADDITION TO PRESERVE 44

WESTERN TITLE INSURANCE COMPANY
By R H Morton President
By [illegible] Secretary

Micro Fiched

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62378 Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

JAMES H. LONG and ARLIDA LONG

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

The following described property vests in: James H. Long and Arlida H. Long, his wife, as tenants in common.

All that real property in the County of Yolo, State of California, described as follows:

The Northwest Quarter of Section 4, Township 11 North, Range 1 East, M. D. B. & M.

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 19-272-35, Code Area 87-096.

19-272-35

CLTA GUARANTEE FORM NO. 13—1958

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-336

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 17 day of February, 1971, by and between Frank Sieferman and Jane Sieferman, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 49, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-17, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Frank Sieferman and Jane Sieferman

Box 135

Zamora, California 95698

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espiguero Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Frank Sieferman

Jane Sieferman

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 29, 1970, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared FRANK SILFERMAN and LOUISA JANE SILFERMAN, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29 th day of July, 1970.

Wanda L. Skellcross

~~LAURENCE P. HENIGAN, COUNTY CLERK~~

WANDA L. SKELLCROSS
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

BOOK 970 PAGE 233

Micro Fiched

GUARANTEE

68 20733

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62375 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

MRS. FRANK SIEFERMAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 9, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Micro Fiched

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [illegible] Secretary

ADDITION TO PRESERVE 49

CLTA GUARANTEE FACE PAGE-1967

"Exhibit A"

[illegible] agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62375 Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

FRANK SIEFERMAN and JANE SIEFERMAN

Title Vests: Frank Sieferman and Louise Jane Sieferman, husband and wife, as community property, by deed dated April 25, 1969.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The East one-half of the Northwest Quarter of Section 18, Township 11 North, Range 1 East, M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 19-341-02, Code Area 87-096.

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

BOOK 970 PAGE 235

19-341-02

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN
By Barbara Podgar

VOL. 970 PAGE 236
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
At 30 Min. Past 4 O'clock P.M.
YOLO COUNTY, CALIFORNIA
Thomas S. Hoby

AGREEMENT NO. 71-337

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15T day of February, 1971, by and between Frank Sieferman and Jane Sieferman, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 4A, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 236

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Frank Sieferman and Jane Sieferman
Box 135
Zamora, California 95698

Micro Fiche

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espigares Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Frank Sieferman

Jane Sieferman

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 29, 1970, before me the undersigned Notary Public in and for the County of Yolo, personally appeared FRANK SIEFERMAN and JANE SIEFERMAN, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of July, 1970.

Wanda L. Skellchock

WANDA L. SKELLCHOCK
Notary Public
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Micro Fiche

GUARANTEE

68 20736

☐ CHAIN OF TITLE GUARANTEE	☐ PLANT INFORMATION GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE	☒ PROPERTY SEARCH GUARANTEE
☐ LOT BOOK GUARANTEE	☐ MECHANIC'S LIEN GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE	☐ RECORD OWNER GUARANTEE
☐	☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62373 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

MRS. FRANK SIEFERTIN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 9, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

ADDITION TO PRESERVE 44

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Micro Fiched

"Exhibit A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62373 Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

FRANK SIEFERMAN and JANE SIEFERMAN

Title Vests: Frank Sieferman and Jane Sieferman, his wife, as their community property, by deed dated February 26, 1969.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: A portion of the East half of the Northeast Quarter of Section 4, Township 11 North, Range 1 East, M. D. B. & M., described as follows:

BEGINNING at the East quarter corner of Section 4; thence along the line common to Sections 3 and 4, North 0° 00' 29" East, 1488.50 feet; thence leaving said Section line along a fence, West 84.88 feet to a point; thence South 26° 40' 30" West, 1665.79 feet to the South line of the Northeast Quarter of Section 4; thence along said Quarter section, East 832.50 feet to the point of beginning.

PARCEL 2: The West half of the Northwest Quarter of Section 3, Township 11 North, Range 1 East, M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as follows:
As to Parcel 1: Assessment Parcel No. 19-272-48, Code Area 87-093
As to Parcel 2: Assessment Parcel No. 19-260-01, Code Area 87-093

NOTE: This Guarantee is limited to the above described property.

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19-260-01
19-272-48

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

VOL. 970 PAGE 241
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
AT 30 Min. Past 4 O'clock P.M.
YOLO COUNTY, CALIFORNIA
Recorder

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 71-338

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between Frank Sieferman and Louisa Jane Sieferman, and James H. Long and Arlida M. Long, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 44, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

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BOOK 970 PAGE 241

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

71-338

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Frank Sieferman, Louisa Jane Sieferman
James H. Long and Arlida M. Long
Box 135

Zamora, California 95698

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

Micro Fiched

BY Joseph Espigone Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Frank Sieferman
Louisa Jane Sieferman
James H. Long
Arlida M. Long

BOOK 970 PAGE 212

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 29, 1970, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared FRANK SIEFERMAN LOUISA JANE SIEFERMAN, JAMES H. LONG & ARLIDA M. LONG, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of July, 1970.

WANDA L. SKELLCHOCK
NOTARY PUBLIC & CLERK
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Wanda L Skellchock
NOTARY PUBLIC

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GUARANTEE

68 20735

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62374 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

MRS. FRANK STEPHENS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 9, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

ADDITION TO PRESERVE 44

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Young Secretary

CLTA GUARANTEE FACE PAGE—1967

Micro Fiched

"EXHIBIT A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62374 Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

FRANK SIEFERMAN and JANE SIEFERMAN

Title Vests: Frank Sieferman and Louisa Jane Sieferman, his wife, as Community property, as to an undivided ½ interest, by Deed dated April 29, 1966; and James H. Long and Arlida M. Long, as Community property, an undivided ½ interest, by Deed dated April 29, 1966.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The Northwest Quarter of Section 9, Township 11 North, Range 1 East, M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 19-272-17, Code Area 87-096.

NOTE: This Guarantee is limited to the above described property.

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19-272-17

CLTA GUARANTEE FORM NO. 13-1968

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-339

[Endorsed] Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15T day of February, 1971, by and between Karleen C. Long and Frank Sieferman and Louisa Jane Sieferman, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 49, heretofore established or enlarged by the County by Resolution No. 71-48 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Karleen C. Long, and Frank Sieferman and Louisa Jane Sieferman

c/o Rodegerdts, Means, Northup & Estey
P.O. Box 610
Woodland, California 95695

Box 135
Zamora, California 95698

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY James Pipgarn Jr
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

Karleen C Long

Frank Sieferman

Louisa Jane Sieferman

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STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 29, 1970, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared ~~MARILYN C. LONG~~, FRANK SIEFERMAN and LOUISE JANE SIEFERMAN, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of July, 1970, 1970

Wanda L. Skellchock

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
NOTARY PUBLIC

WANDA L. SKELLCHOCK
NOTARY PUBLIC
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Micro Fiched

CONTINUATION GUARANTEE

68 21834

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62377-A Liability $ 125.00 Fee $ None

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

MRS. FRANK SIEFERMAN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of February 22, 1971 at 5:00 p.m., in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Martin President

By [signature] Secretary

BOOK 970 PAGE 249

CLTA GUARANTEE FACE PAGE-1967

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WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62377-A Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

KARLEEN C. LONG and FRANK SIEFERMAN and LOUISA JANE SIEFERMAN

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

Title Vests: Karleen C. Long, an undivided 26/90ths interest; and Frank Sieferman and Louisa Jane Sieferman, his wife, as Community Property, by deed dated May 13, 1968, an undivided 51/90ths interest; and Frank Sieferman and Louisa Jane Sieferman, his wife, as tenants in common, by deed dated January 28, 1969, an undivided 13/90ths interest.

The Northwest Quarter of Section 17, Township 11 North, Range 1 East, M. D. B. & M.

EXCEPTING THEREFROM that portion thereof conveyed to Northern Railway Company, a corporation, by deed dated July 28, 1875, and recorded in Book S of Deeds, page 415.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to State of California, by deed dated March 8, 1949, and recorded April 29, 1949, in Book 297 of Official Records, page 403.

ALSO EXCEPTING THEREFROM that portion thereof that lies Northeasterly of the property conveyed to the Northern Railway Company, a corporation, dated July 28, 1875, in Book S of Deeds, at page 415.

PARCEL 2:

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Title Vests: Karleen C. Long, an undivided 26/90ths interest; and Frank Sieferman and Louisa Jane Sieferman, his wife, an undivided 64/90ths interest, as Tenants in common, by deed dated November 24, 1969.

A portion of that certain parcel of land in the Northwest 1/4 of Section 17, T. 11 N., R. 1 E., M. D. B. & M., which parcel was acquired by the State of California by deed recorded in Volume 297 at page 403, Official Records of Yolo County, described as follows:

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BEGINNING at the most Westerly corner of said parcel; thence along the southwesterly line of said parcel S. 39° 36' 19" E. 403.47 feet; thence along a tangent curve to the right with a radius of 7,920 feet, through an angle of 06° 18' 12", a distance of 871.31 feet; thence leaving said Southwesterly line S. 39° 57' 06" E. 123.44 feet to a point distant 102.00 feet Northeasterly, measured at right angles, from the "C" line at Engineer's Station "C"373+25.00 of the Department of Public Works' Survey on Road 03-Yol-5, Post Mile 11.1/20.7; thence N. 50° 22' 54" E. 35.77 feet; thence from a tangent that bears N. 32° 27' 00" W. along a curve to the left with a radius of 7970.00 feet, through an angle of 07° 09' 19", a length of 995.32 feet; thence N. 35° 21' 06" W. 404.49 feet; thence S. 50° 23' 41" W. 80.00 feet to the point of beginning, containing 1.72 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as follows:
As to Parcel 1: Assessor's Parcel No. 19-341-43, Code Area 87-096 and a portion of Assessor's Parcel No. 19-341-44, Code Area 87-096
As to Parcel 2: A portion of Assessor's Parcel No. 19-341-44, Code Area 87-096

NOTE: This Guarantee is limited to the above described property.

PARCEL 3:

Title Vests: Karleen C. Long, Frank Sieferman, and Louisa Jane Sieferman by Easement Deed dated June 5th, 1967 recorded October 15, 1970.

A portion of the Northeast 1/4 of Section 18, T. 11 N., R. 1 E., M.D.B.& M.

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Said portion being described as follows:

BEGINNING at a point on the Easterly line of said Northeast 1/4 distant along said Easterly line S. 00° 32' 25" W. 195.81 feet from the Northeast corner of said Section 18, said point also being 102.00 feet Southwesterly, measured radially from Engineer's Station "C"403+83.54 of the Department of Public Works' Survey on Road 03-Yol-5, Post Mile 11.1 to Post Mile 20.7; THENCE along said Easterly line S. 00° 32' 25" W. 75.65 feet; thence leaving said Easterly line N. 40° 11' 40" W. 123.00 feet; thence from a tangent which bears N. 41° 15' 51" W. along a curve to the left with a radius of 118.00 feet, through an angle of 43° 20' 39", an arc distance of 89.27 feet; thence N. 87° 26' 37" W. 430.14 feet; thence N. 89° 22' 10" W. 164.74 feet; thence N. 29° 53' 15" W. 107.27 feet; thence S. 83° 20' 19" E. 118.13 feet; thence S. 84° 36' 30" E. 603.32 feet; thence from a tangent that bears S. 40° 01' 46" E. along a curve to the left with a radius of 5102.00 feet, through an angle of 01° 30' 23", an arc distance of 134.14 feet to the point of beginning, containing 1.20 acres, more or less.

All distances are ground distances and all bearings are on the California Coordinate System, Zone 2.

19-341-43 & 44

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62377-B Effective Date: July 9, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

KARLEEN C. LONG and FRANK SIEFERMAN and LOUISA JANE SIEFERMAN

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Title Vests: Karleen C. Long, an undivided 26/90ths interest; and Frank Sieferman and Louisa Jane Sieferman, his wife, as Community Property, by deed dated May 13, 1968, an undivided 51/90ths interest; and Frank Sieferman and Louisa Jane Sieferman, his wife, as tenants in common, by deed dated January 28, 1969, an undivided 13/90ths interest.

That portion of the Northwest Quarter of Section 17, Township 11 North, Range 1 East, M. D. B. & M., that lies Northeasterly of the northeasterly line of the property conveyed to Northern Railway Company, a corporation, by deed dated July 28, 1875, in Book S of Deeds, at page 415.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 19-342-01, Code Area 87-096.

NOTE: This Guarantee is limited to the above described property.

ADDITION TO PRESERVE 49

CLTA GUARANTEE FORM NO. 13-1968

19-342-01

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-340

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between BEVERLY C. LAUGENOUR

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 5, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

BEVERLY C. LAUGENOUR
BOX 213
SAN ANSELMO, CALIFORNIA 94960

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Spagnoli Jr.
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER Beverly C. Laugenour

BOOK 970 PAGE 254

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 1921, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 23, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared Beverly C. Laugenour, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of July, 1970

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Peter C. Lucas, Deputy

Micro Fiched

BOOK 970 PAGE 255

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62286-E Effective Date: July 1, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

BEVERLY C. LAUGENOUR

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lot 24, T. F. LAugenour Estate Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on December 30, 1918, in Book 4 of Maps and Surveys, at page 43.

NOTE: This Guarantee is limited to the herein described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 27-020-04.

Micro Fiched

ADDITION TO PRESERVE 5

27-020-04

CLTA GUARANTEE FORM NO. 13—1969

"Exhibit A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-341

3-8-71
LAURENCE P. HEMIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between MAC INTYRE RANCHES, INC. a corporation Helen M. Cavins, Pres., hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 81, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
MacIntyre Ranches, Inc.
Helen M. Cairns
by HELEN M. CAIRNS, PRES.
10375 WILSHIRE BLVD., LOS ANGELES, CALIF. 90024

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Espigarero Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER MAC INTYRE RANCHES, INC.

BY Helen M. Cairns
Helen M. Cairns, Pres.

STATE OF CALIFORNIA.)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)
)
COUNTY OF YOLO)

On this _____, 19__, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ known to me to be the persons whose name

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

Micro Fiched

On July 24, 1970, before me, the undersigned, a Notary Public in and for said State, personally appeared Hale McCabe known to me to be the President, and Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(Seal)

DOROTHY R. LYON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 23, 1974

Dorothy R. Lyon
(Notary Public's Signature)

DOROTHY R. LYON
(Name - *Typed or Printed*)
Notary Public in and for said State

2307
MIS 3513 6-63* 25 Corporation Notarial Acknowledgment

GUARANTEE

68 20636

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62341 Liability $125.00 Fee $25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

S. H. MERWIN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 2, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Jennings Secretary

Micro Fiched

ADDITION TO PRESERVE 81

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62341 Effective Date: July 2, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessors office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

MAC INTYRE RANCHES, INCORPORATED, a Corporation.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lots 9 and 10, as the said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 3, Yolo County, California", which map was recorded in the office of the County Recorder of Yolo County, on February 17, 1921, in Map Book 3, at page 42.

Micro Fiche

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the hereinabove described property on their 1969-70 Assessment Roll as Assessor's Parcel Nos. 16-290-07, 16-290-10, and 16-290-11.

16-290-07, 10 & 11

CLTA GUARANTEE FORM NO. 13—1968

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

2116

Parcel #1
RECORDED
Document
FILED
MAR - 3 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

VOL. 970 PAGE 262
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
At 30 Min. Past 4 O'clock P.M.
YOLO COUNTY, CALIFORNIA
Fee $ None

AGREEMENT NO. 71-342

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between GREGORY K. MEMMIN

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 70, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 262

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-8, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Gregory K. Merwin
P.O. Box 419
Clarksburg, Cal

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Capurro Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Gregory K. Merwin

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
County of Yolo)

On 29th. , 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Gregory K. Merwin

Micro Fiched

known to me to be the person whose name subscribed to the within Instrument Land Use Contract, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

NELLIE J. SPALDING
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My commission expires July 20, 1974

Nellie J. Spalding
Notary Public in and for the County of Yolo, STATE OF CALIFORNIA

GUARANTEE

68 20231

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62123 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

GREGORY K. MEKJIN AND PATRICIA A. MEKJIN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of June 30, 1970 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

By R. H. Motter President

By [illegible] Secretary

Countersigned:

Vice President

ADDITION TO PRESERVE 70

CLTA GUARANTEE FACE PAGE—1957

BOOK 970 PAGE 265

"EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62123 Effective Date: June 30, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

Parcel 1: Gregory K. Merwin

~~Parcel 2: Gregory K. Merwin and Patricia A. Merwin, his wife, as Joint Tenants~~.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: All that portion of Lot No. 35, as said Lot is delineated and so designated on that certain map entitled "Holland Land Company Subdivision No. 3, Yolo County, California", which said Map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 42, said portion being described as follows:

Parcel 1

Beginning at the Northwest corner of said Lot 35; thence along the North line of said Lot, East 577.50 feet to an angle point in the centerline of a ditch running along said North line; thence along said centerline, East 3253.10 feet, making a total distance of 3830.60 feet, to the Northeast corner of said Lot 35; thence along the Southeasterly line of said Lot, the following three courses:

(1) South 19° 35' 00" West 151.31 feet;
(2) South 26° 59' 00" West 557.70 feet; and
(3) South 40° 28' 00" West 11.14 feet to a point;

thence leaving said Southeasterly line of Lot 35 and along the centerline of a line ditch and its Westerly extension, North 89° 55' 00" West 3519.63 feet to a point on the West line of said Lot 35 which is located North 597.04 feet from the Southwest corner of said Lot 35; thence along the West line of said Lot 35 North 642.86 feet to the point of beginning, containing 54.612 acres, more or less, of which 6.360 acres lies in road and ditch rights of way.

~~PARCEL 2: Lot 46 and that portion of Lot 47, Holland Land Co. Subdivision No. 4, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 43, described as follows:~~

~~Beginning at the Northeast corner of said Lot No. 47, thence along the North line of said Lot 47, North 88° 48' West, a distance of 442.82 feet; thence leaving said North line South 1° 06' West a distance of 2682.49 feet to the South line of said Lot 47; thence along said South line of said Lot 47; South 88° 37' East, a distance of 442.82 feet to the Southeast corner of said Lot 47; thence along the East line of said Lot 47, North 1° 06' East a distance of 2633.91 feet to the point of beginning.~~

CLTA GUARANTEE FORM NO. 13-1968

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXCEPTING THEREFROM the East one-half thereof (being measured parallel to the East line of Lot 46).

NOTE: This Guarantee is limited to the herein described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as follows:

Parcel 2: Assessor's Parcel No. 16-410-16.

Micro Fiched

16-410-16

BOOK 970 PAGE 267

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Balbina Rodgers
Deputy

VOL. 970 PAGE 265
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
AT 30 Min. Past 4 O'clock P.M.
YOLO COUNTY, CALIFORNIA
Fee $1.00 Yolo Co.

AGREEMENT NO. 71-343

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between SAMUEL HERBERT MERWIN & DAISY E. MERWIN

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 70, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 268

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Samuel Herbert Mervyn

Daisy E. Mervyn

Route 1 Box 412

Clarksburg, Calif

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Dwight E. Chapman Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Samuel Herbert Mervyn

Daisy E. Mervyn

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA (
County of Yolo (

On July 29th., 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Samuel Herbert Merwin and Daisy E. Merwin

known to me to be the persons whose names subscribed to the within Instrument Land Use Contract, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Micro Fiched

NELLIE J. SPALDING
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My commission expires July 20, 1974

Nellie J. Spalding
Notary Public in and for the County of Yolo, STATE OF CALIFORNIA

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62124 Effective Date: June 30, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

~~As to Parcel 1: Samuel Herbert Merwin and Daisy E. Merwin, his wife.~~

As to Parcels 2 and 3: Samuel Herbert Merwin, also known as Herbert Merwin and Daisy E. Merwin, his wife.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL 1: The Westerly portion of Lots Nos. 13 and 14 as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 3, Yolo County, California", which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 42, described as follows:

BEGINNING at the Southwest corner of said Lot No. 14; thence North 19° 55' 40" East 2633.75 feet to the Northerly boundary line of said Lot No. 13; thence South 73° 48' East 1327.43 feet to a point; thence South 19° 55' 37" West 2177.49 feet to a point in the South boundary line of said Lot No. 14; thence West 1631.91 feet to the point of beginning.

EXCEPTING THEREFROM the following described parcels:

Micro Fiched

Parcel A: The Northeasterly corner of the Westerly portion of Lot No. 13, as said lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 3, Yolo County, California", which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 42, more particularly described as follows:

Beginning at a point on the Northerly line of said Lot 13, which is South 73° 48' East 1334.58 feet more or less from the Northwest corner thereof; thence South 19° 55' 37" West 191.0 feet more or less to a point; thence South 73° 48' East 203.05 feet more or less to a point on the centerline of the Z ditch right-of-way; thence along said centerline North 19° 55' 37" East 191.0 feet more or less to Northerly line of said Lot 13; thence along Northerly line of said Lot 13 North 73° 48' West 203.05 feet more or less to point of beginning containing 0.890 acres more or less and subject to existing easements and rights-of-way.

Parcel B: A strip of land averaging 1275.8 feet in length and 125.4 feet in width situate on the easterly side of and being parallel with and contiguous to, the westerly line of Lot 14 of Holland Land Company Subdivision No. 3 as

ADDITION TO PRESERVE 70 "Exhibit A"

CLTA GUARANTEE FORM NO. 13-1969

Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Order No. 62124

[illegible] Subdivision as set forth in Map Book No. 3 on page 42 in the office of the County Recorder of Yolo County, recorded February 17, 1921, and more particularly described as follows:

Beginning at the northwest corner of said Lot 14 of said Subdivision and running from said point of beginning S. 19° 55' 40" W. a distance of 1305.5 feet along said westerly line of said Lot 14, (which also is the westerly boundary of said Subdivision) to the southwest corner of said Lot 14; thence due east along the south line of said Lot 14 a distance of 134.4 feet; thence leaving said south line of Lot 14 and running N. 19° 55' 40" W. 1296.2 feet to the north line of said Lot 14; thence N. 81° 54' W. 130.5 feet along said north line of Lot 14 to the point of beginning; containing an area of 3.70 acres, more or less.

Parcel C: Beginning at the Northwest corner of said Lot No. 13; thence South 73° 48' East 214.62 feet to a point on the Northerly boundary line of said Lot No. 13; thence South 19° 55' 40" West 508.49 feet to a point; thence North 73° 48' West to a point on the Westerly boundary line of said Lot No. 13; thence North 19° 55' 40" East 508.49 feet to the point of beginning, containing 2.500 acres of land, more or less.

Parcel D: Beginning at a point on the Westerly boundary line of said Lot 13, said point located 508.49 feet Southerly of the Northwest corner of said Lot 13; thence South 73° 48' East 214.62 feet to a point; thence South 19° 55' 40" West 508.49 feet to a point; thence North 73° 48' West to a point on the Westerly boundary line of said Lot No. 13; thence North 19° 55' 40" East 508.49 feet to the point of beginning, containing 2.500 acres of land, more or less.

at 2 { PARCEL 2: Lots 33 and 34, Holland Land Co. Subdivision No. 3, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 42.

PARCEL 3: Lots Nos. 52 and 53, as said lots are delineated and so designated on that certain map entitled, "Holland Land Co. Subdivision No. 1, of Yolo County, California", which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921 in Map Book No. 3 at page 49. Containing 1.211 acres.

NOTE: This Guarantee is limited to the above described property.

Micro Filmed

NOTE: The Yolo County Assessor designates the hereinabove described property on their 1969-70 Assessment Roll as follows:

Parcel 2: Assessor's Parcel No. 16-290-26,

16-290-26

BOOK 970 PAGE 272

AGREEMENT NO. 71-344

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between HARVEY N. PYLMAN & MAUD PYLMAN

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 91, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Harry N Pilman & MAUD PILMAN

Rt. 1 Box 312

Clarksburg, Calif

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Spaghetti Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Harry N Pilman

Maud Pilman

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Febr. 2, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES II, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA.)

Micro Fiched

STATE OF CALIFORNIA, } ss.
County of Yolo

On this 29th day of July in the year one thousand nine hundred and seventy before me, Virginia M. Cameron, a Notary Public, State of California, duly commissioned and sworn, personally appeared Harvey N. Pylman and Maud Pylman

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M Cameron
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

BOOK 970 PAGE 275

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62442-C Effective Date: July 15, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

HARVEY N. PYLMAN and MAUD PYLMAN, his wife

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Beginning at a point on the East boundary of Swamp Land Survey No. 381 of Yolo County Survey, 24.76 chains South of the Northeast corner of said Swamp Land Survey No. 381 and running thence North 81° 47' West 43.73 chains to the center of Elk Slough; thence South 59° 40' West 6.00 chains along the center of Elk Slough; thence South 76° 00' West 10.00 chains along the center of Elk Slough; thence leaving Elk Slough South 65° 04' East 7.87 chains to a point which is North 10.97 chains from an old gas pipe in a large sycamore stump on the South boundary of land described in deed from Henry Pylman et al., to Garrett Pylman recorded November 8, 1903, in Book 63 of Deeds, at page 156; thence continuing South 65° 04' East 77.55 chains to an old fence on the boundary line between Swamp Land Surveys Nos. 344 and 755; thence North 46° 02' East 13.01 chains along said old fence to the corner common to Swamp Land Nos. 344, 345 and 755; thence North 37° 39' East 15.32 chains along an old fence on the boundary line between Swamp Land Surveys Nos. 345 and 755 to an old gas pipe; thence North 84° 52' West 38.18 chains along an old fence to an old gas pipe in the East boundary of said Swamp Land Survey No. 381; thence North 10.63 chains along an old fence on the East boundary of said Swamp Land Survey No. 381, to the place of beginning.

Micro Fiched

EXCEPTING THEREFROM a strip of land 40 feet wide extending North 46° 02' East 13.01 chains along and Northwest of the said boundary line between Swamp Land Surveys Nos. 344 and 755 and North 37° 39' East 0.61 chains along and Northwest of the said boundary line between Swamp Land Surveys Nos. 345 and 755. Containing 150.9 acres of land, more or less.

PARCEL 2: The South 42½ acres of the North half of Swamp Land Survey No. 345, Yolo County Surveys.

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the herein above described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 16-360-38.

ADDITION TO PRESERVE 91

CLTA GUARANTEE FORM NO. 13—1968

"Exhibit A" 16-360-38

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

2119

RECORDED
Document

MAR - 8 1971

LAURENCE B. KENIGAN, Clerk
By Barbara Rodgers Deputy

VOL. 970 PAGE 277
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
30 Min. Past 4 o'clock P.M.
YOLO COUNTY, CALIFORNIA
Deputy

AGREEMENT NO. 71-345

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between LUCINDA M. SCHMIDL & PETER SCHMIDL

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 70, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 277

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Peter Johnson
Linda M Johnson
P.O Box 150
Clarksburg, Cal

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph E. Sanguinetti Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

X Peter Johnson

X Linda M Johnson

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Febr. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

[illegible] OF CALIFORNIA.)

TO 447 C
(Individual)

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On July 31, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Schmidl and Lucinda M. Schmidl

to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Celia A. Scott

Celia A. Scott
Name (Typed or Printed)

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires February 15, 1972

(This area for official notarial seal)

STAPLE HERE

(TI)

igned

ose name

e that

Micro Fiched

LERK

TO 1551 (7-69)

RO 8441-087

Record Owner Guarantee

Title Insurance and Trust Company

Fee $15.00
Street address or other ref.
16-301-04

a California corporation, does hereby guarantee

Peter Schmidl

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

Lucinda M. Schmidl and Peter Schmidl, her husband as Joint Tenants

Deed Recorded Sept. 12, 1952 and Deed recordedJuly 22, 1952

Document No. 5366 and 4220

I.R.S. $ None

Record Description: County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 27, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____ PRESIDENT

Attest: _____ SECRETARY

ADDITION TO PRESERVE 70

16-301-04

BOOK 970 PAGE 280

EXHIBIT "A"

BEGINNING at the Southeast corner of Lot No. 9, as the same is delineated and designated on that certain map entitled "Holland Land Company Subdivision No. 7, Yolo County, California", recorded in the office of the County Recorder of the said County of Yolo, on the 19th day of January, 1921, in Map Book No. 3, at page 37; thence along the Westerly line of said Lot 9, North 46°00' East 525.28 feet; North 49°13' East 1010.30 feet; North 55°43' East 346.13 feet; North 40°13' East 331.28 feet; North 30°09' East 658.56 feet; thence leaving said Westerly line, East 3229.94 feet to a point on the Easterly line of said Lot 9; thence along the Easterly line of said Lot No. 9, South 2°40'30" West 2162.34 feet, to the Southeast corner thereof; thence leaving said Easterly line and along the Southerly line of said Lot No. 9, North 88°40'40" West 5103.86 feet to the point of beginning, being the Southerly two-thirds of said Lot No. 9.

EXCEPTING THEREFROM 7.65 acres of the above described property heretofore deeded to the Sacramento Northern Railway, a corporation, by deed dated May 22, 1928, and recorded June 8, 1928, in Book 117 of Deeds, at page 213.

BOOK 970 PAGE 281

2113

Micro Fiched

(Endorsed) Filed 2-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-346

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between HOWARD/BEEMAN and ANNA MARIE BEEMAN, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 9, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 8, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

HOWARD BEEMAN

c/o RODEGHIERO, MEANS, NORTHUP & ESTEY

P. O. Box 610, Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Baigarini Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

X Howard D Beeman

X Genevieve Beeman

X

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 23, 1970, before me the undersigned Notary Public ~~in and for said County and State, duly commissioned and sworn, personally known to me to be the County Clerk~~ of the County of Yolo, personally appeared ANNA MARIE BEEMAN HOWARD D. BEEMAN, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of July, 1970.

Micro Filmed

Wanda L. Skellchock

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
NOTARY PUBLIC, STATE OF CALIFORNIA,
COUNTY OF YOLO

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

BOOK 970 PAGE 284

68 20722

☐ CHAIN OF TITLE GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE
☐ LOT BOOK GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
☐
☐ PLANT INFORMATION GUARANTEE
☑ PROPERTY SEARCH GUARANTEE
☐ MECHANIC'S LIEN GUARANTEE
☐ RECORD OWNER GUARANTEE
☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62357-A,B,C&D Liability $ 145.00 Fee $ 45.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MYERS, MORTIER AND BOTEY
Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of July 8, 1970, in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [illegible] Secretary

Addition to Exhibit #7

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

BOOK 970 PAGE 285

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62357-D Effective Date: July 8, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

HOWARD BEEMAN

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Howard D. Beeman

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The East one-half of Section 19, and the North one-half of the Northeast Quarter of Section 30, Township 9 North, Range 2 East, M. D. B. & M.
EXCEPTING THEREFROM all oil, gas and other hydrocarbons and minerals heretofore reserved to the grantor named in that certain deed from Capital Company to Howard D. Beeman, a married man, and Bruce R. Beeman, a single man, dated March 15, 1943, together with all the rights and privileges of the grantor in said deed set forth with respect to said oil, gas and other hydrocarbons and minerals, reference hereby being made to said Deed for the particulars therein set forth.

PARCEL 2: A portion of the West half of Section 19, Township 9 North, Range 2 East, M. D. B. & M., described as follows:
BEGINNING at the northeast corner of the northwest quarter of said Section 19, and extending thence west along the north boundary of said section, a distance of 99½ feet; thence south parallel with the east line of the west half of said section 19, to the center of Willow Slough; thence along the center of Willow Slough to the said east line of the west half of Section 19, thence north along said line to the point of beginning.
Being a strip of land 99½ feet wide off the east side of the west half of said Section 19, extending from the north line of said section, south to the center of Willow Slough, containing 7.652 acres, more or less.

Micro Fiched

EXCEPTING from Parcels 1 and 2 above the following described property:
BEGINNING at the Northeast corner of the northwest quarter of Section 19, Township 9 North, Range 2 East, M. D. B. & M., and running thence westerly, along the Northerly boundary line of said Section 19, a distance of 99.5 feet to the westerly boundary line of the land described in the deed from Orrion O. Schuder and wife, to Howard D. Beeman and another dated December 13, 1943, and recorded in the office of the County Recorder of said County of Yolo, in Book 186 of Official Records, page 447; thence southerly, along the westerly boundary line of the lands described in said deed dated December 13, 1943, a distance of 230.0 feet; thence easterly parallel with the northerly boundary line of said Section 19, a distance of 200.0

ADDITION TO PRESERVE 9

CLTA GUARANTEE FORM NO. 13-1968

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

feet; thence northerly, parallel with the westerly boundary line of the northeast quarter of said Section 19, a distance of 330.0 feet to the northerly boundary line of said Section 19; thence westerly, along the last mentioned boundary line 100.5 feet to the point of beginning, containing 1.05 acres, more or less, and being a portion of the north half of Section 19.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as follows:

As to N½ of NE 1/4 of Section 30: Assessment Parcel No. 24-241-02, Code Area 87-072

As to that portion of Section 19 above described: Assessment Parcel No. 24-400-03, Code Area 87-072

NOTE: This Guarantee is limited to the above described property.

BOOK 970 PAGE 287

2480

Micro Fiched

AGREEMENT NO. 71-347

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 19 71, by and between Robert Brodsky

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 3, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 19 71, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Robert Borchard

c/o RODEGERDTS, MEANS, NORTHUP & ESTEY
P. O. Box 610
Woodland, California 95695

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espiganero Jr.
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

Robert Borchard

BOOK 970 PAGE 289

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 19__, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 28, 1970, before me the undersigned ~~Notary Public~~ of the County of Yolo, personally appeared Robert Borches, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of July, 1971

Micro Filmed

WANDA L. SKELLCHOCK
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Wanda L. Skellchock
NOTARY PUBLIC

BOOK 970 PAGE 290

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62441 - A Effective Date: July 13, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

NORMAN P. BONNARD

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Southwest Quarter of Section 20, Township 8 North, Range 1 West, M. D. B. & M., EXCEPTING THEREFROM a strip of land 25 rods wide off the North side of the Southwest Quarter conveyed by Fred W. Wilson and Margaret Wilson, to D. P. Chadwick, dated February 21, 1919, recorded February 6, 1920, in Book 93 of Deeds, at page 103.

PARCEL 2: Beginning at a point on the North line of Section 29, Township 8 North, Range 1 West, M. D. B. & M., that is distant North 89° 46' 52" East 875.00 feet from the Northwest corner of said Section 29; thence continuing along said North line of said Section 29, North 89° 46' 53" East 1499.52 feet to the Northwest corner of that certain parcel conveyed by deed recorded in Book 524 at page 199 of Official Records, Yolo County Records; thence South 15° 16' 48" East along the Westerly line of said parcel 1184.20 feet to the North line of the Rancho Rio de Los Putos; thence South 65° 17' 42" West along said North line of said Rancho 1229.15 feet to the Southeast corner of that certain parcel conveyed by deed recorded in Book 672 page 293, of Official Records, of Yolo County Records; thence North 24° 42' 18" West along the Easterly line of said parcel 350.00 feet; thence South 65° 17' 42" West along the North line of said parcel 189.27 feet to the East line of that certain parcel conveyed by deed recorded in Book 101 page 469 of Deeds of Yolo County Records; thence along the East line of said parcel North 0° 02' West 315.21 feet and North 18° 01' 40" West 15.12 feet to the Northeast corner thereof; thence North 18° 58' 07" West along the East line of that certain parcel conveyed by deed recorded in Book 55 page 20 of Deeds of Yolo County Records, 1144.00 feet to the point of beginning.

PARCEL 3: The North ½ of the Northwest 1/4, Section 26, Township 11 North, Range 1 East, M. D. B. & M. EXCEPTING THEREFROM the South 15 feet of the West 60 feet of the North ½ of the Northwest 1/4 of said Section 26.

Micro Fiched

Addition to Paragraph 3

CLTA GUARANTEE FORM NO. 13-1968 "EXHIBIT A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

NOTE: This Contract is limited to the herein described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1980-81 Assessment Roll as follows:
Parcel 1: Assessor's Parcel No. 30-200-01
Parcel 2: Assessor's Parcel No. 30-270-10
Parcel 3: Assessor's Parcel No. 19-382-51

Micro Fiche

19-382-51

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-348

Filed 3-8-71
LAURENCE P. MENICALI, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between J.D. Stephens, J.D.Stephens, Jr. Jean Solomon, Mildred Stephens Geen, William G. H. Stephens, Jr. Thomas M. Stephens, Lawrence A. Stephens, Aloise S. Baird, Bertie Rowena Bruce, Antoinette Peckham and Suzanne Bradbury, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 11, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

SONOMA COUNTY
My Commission Expires Mar. 10, 1972

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

J. D. Stephens

J. D. Stephens, Jr.

Jean Solomon

Mildred Stephens Geen

William O. Reed Stephens, Jr.

Thomas H. Stephens

Lawrence A. Stephens

George S. Baird

Bertie Towena Bruce

Antoinette Peckham

Suzanne Bradbury

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

_____

_____

_____

SONOMA COUNTY
My Commission Expires Mar. 10, 1972

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 19 71, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

State of California)
)
City and County of San Francisco) S.S.
)

Micro Fiched

On this 27th day of July 19 70, before me, LORRAINE DEVOTO, a Notary Public in and for said City and County, personally appeared J. D. STEPHENS

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

LORRAINE DEVOTO
NOTARY PUBLIC, CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

Notary Public in and for said City and County and State

My commission expires _____, 19____.

My Commission Expires October 23, 1971

SONOMA COUNTY
My Commission Expires Mar. 10, 1972

State of California)
)
City & County of San Francisco) S.S.
)

On this 10th day of September 1970, before me, LORRAINE DEVOTO, a Notary Public in and for said City and County,

personally appeared J. D. STEPHENS, JR.

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

LORRAINE DEVOTO
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

Notary Public in and for said City and County and State

My Commission Expires October 23, 1971

My commission expires _____, 19____.

State of California)
)
City and County of San Francisco) S.S.
)

Micro Fiched

On this 10th day of September 1970, before me, LORRAINE DEVOTO, a Notary Public in and for said City and County,

personally appeared JEAN SOLOMON

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.

LORRAINE DEVOTO
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO

Notary Public in and for said City and County and State

My Commission Expires October 23, 1971

My commission expires _____, 19____.

State of California)
)
County of ALAMEDA) S.S.
)

On this 16th day of July 1970, before me, Noreen D. Parker, a Notary Public in and for said _____ County,

personally appeared Mildred Stephens Geen

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.

Noreen D. Parker

Noreen D. Parker
Notary Public in and for said _____ County and State

My commission expires 10/19/72, 19____.

OFFICIAL SEAL
NOREEN D. PARKER
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Oct. 19, 1972
4045 Piedmont Ave., Oakland, Calif. 94611

Micro Fiched

State of California)
)
City and County of San Francisco) S.S.
)

On this 13th day of July 1970, before me, Rosa Powell, a Notary Public in and for said City and County,

personally appeared WILLIAM G. H. STEPHENS, JR.

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

Rosa Powell

ROSA POWELL
Notary Public - California
City and County of
San Francisco
My Commission Expires 11/3/70

Notary Public in and for said City and County and State

My commission expires November 3, 1970.

State of California)
)
County of [illegible]) S.S.
)

On this 13th day of July 19[illegible], before me, Margaret E. Bell, a Notary Public in and for said [illegible] County,

personally appeared [illegible]

known to me to be the person whose name [illegible] subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

Margaret E. Bell

Notary Public in and for said [illegible] County and State

My commission expires [illegible], 19[illegible].

Micro Fiche

State of California)
)
County of [illegible]) S.S.
)

On this 22nd day of July 19 70, before me, Earl R. Hill Master of the S/S SANTA REGINA, a Notary Public in and for said [illegible] County,

personally appeared Lawrence A. Stephens at BUENOS AIRES, ARGENTINA

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

Earl R. Hill

Earl R. Hill, Master S/S S[illegible]

Notary Public in and for said [illegible] County and State

My commission expires

PRUDENTIAL-GRACE LINES, INC. CAPT. SEAL S/S SANTA REGINA

State of California)
) S.S.
County of Sacramento)

On this 14th day of July 19 70, before me, George E. Howell, a Notary Public in and for said _____ County,

personally appeared X Aloise S. Baird

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GEORGE E. HOWELL
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY

Notary Public in and for said Sacramento County and State

My commission expires August 1, , 19 71.

State of California)
) S.S.
County of Orange)

Micro Fiched

On this 15th day of July 19 70, before me, Georgeffa John, a Notary Public in and for said Orange County,

personally appeared X Bertie S. Bruce also known as Bertie Rowena Bruce

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for said Orange County

My commission expires March 18, 19 74.

OFFICIAL SEAL
GEORGEFFA JOHN
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Commission Expires Mar. 18, 1974

348

State of California
County of [illegible] S.S.

On this 15th day of [illegible] 19[illegible], before me, [illegible], a Notary Public in and for said [illegible] County,

personally appeared [illegible]

also known as Antoinette Peckham

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

[illegible]

Notary Public in and for said [illegible] County and State

My commission expires [illegible], 19[illegible].

EDMOND LEE KELLY
NOTARY PUBLIC - CALIFORNIA
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires January 22, 1972

State of California
County of Sonoma S.S.

Micro Fiched

On this 14th day of July 1970, before me, Helen L. Clary, a Notary Public in and for said Sonoma County,

personally appeared X Suzanne Bradbury

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

Helen L Clary

Notary Public in and for said Sonoma County and State

My commission expires March 10, 1972.

OFFICIAL SEAL
HELEN L. CLARY
NOTARY PUBLIC—CALIFORNIA
PRINCIPAL OFFICE IN
SONOMA COUNTY
My Commission Expires Mar. 10, 1972

BOOK 970 PAGE 302

GUARANTEE

68 20618

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62317 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

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Dated as of July 7, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Jennings Secretary

Addition to Presence No 11

CLTA GUARANTEE FACE PAGE—1967

"EXHIBIT A"

Western Title Insurance Company

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62317

Effective Date: July 7, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of J. D. Stephens, an undivided 1/2 interest; J. D. Stephens, Jr., and Jean Solomon, an undivided 1/6 interest each; Mildred Stephens Geen, William G. H. Stephens, Jr., and Thomas M. Stephens, an undivided 1/9 interest each; Lawrence A. Stephens, Aloise S. Baird, Bertie Rowena Bruce, Antoinette Peckham, and Suzanne Bradbury, an undivided 1/15 interest each.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Being part of the Rancho Canada de Capay, described as follows:

Bounded on the North by Cache Creek; on the East by the West line of the Gordon Grant; on the South by the county road leading from Woodland to Capay and on the West by lands formerly belonging to J. Craig and Kate Craig, containing 522 acres of land, more or less, including the land in deeds, recorded in Book M of Deeds, at page 275, and Book X of Deeds, at page 483.

EXCEPTING THEREFROM that portion thereof conveyed to Vaca Valley and Clear Lake Railroad Company, a corporation, by deed dated July 20, 1887, and recorded July 26, 1887, in Book 42 of Deeds, at page 18.

NOTE: This Guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the herein above described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 21-111-01.

Micro Fiched

renewal

6237

All that real property in the County of Yolo, State of California, described as follows:

Parcel 1.

Being part of the Rancho Canada de Capay, described as follows:

Bounded on the North by Cache Creek; on the East by the West line of the Gordon Grant; on the South by the county road leading from Woodland to Capay and on the West by lands formerly belonging to J. Craig and Kate Craig, containing 522 acres of land, more or less, including the land in deeds, recorded in Book M of Deeds, at page 275, and Book X of Deeds, at page 483.

EXCEPTING THEREFROM that portion thereof conveyed to Vaca Valley and Clear Lake Railroad Company, a corporation, by deed dated July 20, 1887, and recorded July 26, 1887, in Book 42 of Deeds, at page 18.

EXCEPTING THEREFROM the below described,

Parcel 2.

Beginning at a point at the Northeast corner of Parcel 1 (located at the intersection of County Road 89 and the boundary line of Cache Creek); thence Southerly 1,983 feet along the Eastern boundary of Parcel 1; thence Westerly along row of olive trees 3,282 feet to the Westerly line of Parcel 1; thence Northerly 2,266 feet along the Westerly boundary of Parcel 1 to the Northwest corner of Parcel 1; thence Easterly along the Northern boundary of Parcel 1, (being the boundary line of Cache Creek) to the point of beginning. Said Parcel containing approximately 153 acres.

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RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. MENGUM, Clerk
By Barbara Rodgers

VOL. 970 PAGE 306
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
AT 20 Min. Past 4 O'Clock P.M.
YOLO COUNTY, CALIFORNIA

AGREEMENT NO. 21-349

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15T day of February, 1971, by and between

ELIZABETH EBELL aka C. ELIZABETH EBELL

, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 43 heretofore established or enlarged by the County by Resolution No. 21-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Micro Fiche
BOOK 970 PAGE 306

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

ELIZABETH EBELL, aka C. ELIZABETH EBELL
216 Bartlett Avenue
Woodland, California

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

Elizabeth Ebell

by _____

Attorney in Fact

BOOK 970 PAGE 307

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this JUNE 26, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared John Ebell, Attorney In Fact, for Elizabeth Ebell, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 26th day of June, 1970.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

BOOK 970 PAGE 308

RO 8591-050

Record Owner Guarantee

Title Insurance and Trust Company

Fee $15.00
Street address or other ref.
24-040-39

a California corporation, does hereby guarantee

•Mrs. Elizabeth Ebell

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

ELIZABETH EBELL, aka C. ELIZABETH EBELL, as her sole and separate property.

~~Recorded~~ March 18, 1948
Document
Document No. 1389

I.R.S. $ NONE

Micro Fiched

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

A parallelogram containing 95 acres, more or less, off of the South side of the Northwest quarter of Section 12, Township 9 North, Range 1 East, bounded on the West, South and East by the quarter section lines and on the North by a line parallel with the South boundary line of said quarter section and a sufficient distance therefrom to contain the said 95 acres. ALSO, the Northeast quarter of Section 12, Township 9 North, Range 1 East M. D. B. & M.

pi

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 18, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: [signature] SECRETARY

ADDITION TO PRESENT 43

"Exhibit A" 2123

BOOK 970 PAGE 309

2424

RECORDED
Document

MAR - 8 1971

LAURENCE P. KEHOE, C.C.
by Barbara Rodgers

VOL 970 PAGE 310

COUNTY of YOLO
FEB 24 1971

AGREEMENT NO. 71-350

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between LYDIA A. HUCKE, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 34, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 310

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 2418, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

x Lydia A. Hucke
Route 1 Box 690
Woodland Calif.

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espinoza Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

x Lydia A. Hucke

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

ON JULY 27th, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LYDIA A. HUCKE

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary's Signature Elsie Hickey
Type or Print Notary's Name ELSIE HICKEY

ELSIE HICKEY
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES AUGUST 31, 1973

GENERAL ACKNOWLEDGMENT
Form No. 16

BOOK 970 PAGE 312

Micro Fiched

FEE FOR GUARANTEE $ 20.00 LIABILITY $100.00 ORDER No. 34801

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

LYDIA A. HUCKE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiche

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated July 14, 1970 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

by M.T. HARSTON — Assistant Secretary for the Company

ADDITION TO PRESERVE 34

"Exhibit A"

BOOK 970 PAGE 313

(2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the first Monday of March, 1970, the following described real property is vested in:

LYDIA A. HUCKE, AS HER SEPARATE PROPERTY,
BY VARIOUS INSTRUMENTS OF RECORD.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

The South one-half ($S\frac{1}{2}$) of the West one-half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section one (1), Township None (9) North, Range One (1) East, M.D.B. & M., containing 40 acres and being bounded on the North by Dan Wooster, on the East by Orman B. Lemen, South by Clarence Day and on the West by a County Road.

Excepting therefrom that portion conveyed in deed recorded January 4, 1949 in Book 289 of Official Records at Page 398.

PARCEL NO. 24-040-19 CODE AREA 87-068

Micro Fiche

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

VOL. 970 OFFICIAL RECORDS PAGE 315
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 24 1971
at 20 Min. Past 4 o'Clock P.M.
YOLO COUNTY, CALIFORNIA

AGREEMENT NO. 71-351

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between ROWENA STADTMULLER FEEGHLY

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 33, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

BOOK 970 PAGE 315

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

ROWENA STADTMULLER BEEGHLY

Route 3, Box 203

Woodland, California

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Jose E. Espinoza Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Rowena Stadtmuller Beeghly

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____ _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

TI

TO 447 C
(Individual)

STATE OF CALIFORNIA }
COUNTY OF Yolo } ss.

On July 29, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared Rowena Stadtmuller Beeghly

_____ known to me

to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Celia A. Scott

Celia A. Scott
Name (Typed or Printed)

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires February 15, 1972

(This area for official notarial seal)

RO 8441-076

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref.
Assessor's Parcel
No. 24-100-04

a California corporation, does hereby guarantee

Rowena S. Beeghly
Rt. 3, Box 203
Woodland, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is ROWENA STADTMULLER BEEGHLY, by the gift deed recorded December 18, 1952 in Book 382 of Official Records page 159, a 1/4 interest; by the gift deed recorded February 6, 1953 in Book 385 of Official Records page 337, a 1/4 interest; and by the decree of distribution Deed Recorded June 12, 1963

Document No. 6890 in Book 716 of Official Records page 530

I.R.S. $ none, a 1/2 interest

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

The Southeast quarter of Section 3, and the North half of the Northwest quarter of Section 10, all in township 9 North, Range 2 East, M.D.B. & M. and

One acre square situate in the southeast corner of the Southwest quarter of said Section 3, Township and Range aforesaid.

EXCEPTING THEREFROM: the East half of the Southeast quarter of Section 3, Township 9 North, Range 2 East, M.D.B. & M.

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 24, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

ADDITION TO PRESERVE 33

"Exhibit A" Portion of 24-100-04

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

VOL. 970 PAGE 319
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
FEB 26 1971
30 Min. Past 1 o'clock P.M.
YOLO COUNTY, CALIFORNIA
Thomas Sh... No Chg.

AGREEMENT NO. 71-352

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1ST day of February, 1971, by and between Nonavie Rasmussen Allen as trustee for Luella Rasmussen, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. New Preserve No. 94, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 319

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Norrayie R. Allen, Trustee

c/o Rodegerdts, Means, Northup & Estey
P.O. Box 610
Woodland, California 95695

COUNTY

Micro Fiched

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Sargent Jr
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

OWNER

X Norrayie R. Allen, Trustee

BOOK 970 PAGE 320

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rogers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 29, 1970, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared _____ RONALD R. ALLEN, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 29th day of July, 1970

Micro Fiched

Wanda L. Skellchock

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public - Calif.
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

BOOK 970 PAGE 321

GUARANTEE

68 20760

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62503 Liability $125.00 Fee $25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MEANS, NONKUP AND ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of July 16, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By Secretary

NEW PRESERVE 4-71

CLTA GUARANTEE FACE PAGE—1967

BOOK 970 PAGE 328

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62508 Effective Date: July 16, 1970 at 8:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

LOELLA RASMUSSEN

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

The following described property vests in: Monavie Rasmussen Allen, a married woman, as Trustee under a Declaration of Trust dated July 27, 1967, for the benefit of Luella Rasmussen.

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The South one-half of Section 14, Township 10 North, Range 2 East, M. D. B. & M.

EXCEPTING THEREFROM that portion conveyed to Ernest Evans and wife, by deed dated April 22, 1947, and recorded December 5, 1947, in Recorder's File No. 6112, described as follows:

Beginning at a point 80 rods west of the northeast corner of the southeast Quarter of Section 14, Township 10 North, Range 2 East, M. D. B. & M.; thence south 40 rods; thence west 40 rods; thence North 40 rods; thence east 40 rods, to the point of beginning, and containing 10 acres, more or less.

The North one-half of Section 23, Township 10 North, Range 2 East, M. D. B. & M.

PARCEL 2: The Southeast Quarter of the Section 23, Township 10 North, Range 2 East, M. D. B. & M.

Micro Fiche

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 27-210-05, 27-210-06.

NOTE: This Guarantee is limited to the above described property.

27-210-05 & 06

CLTA GUARANTEE FORM NO. 13-1968

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

AGREEMENT NO. 71-353

Recorded Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between John S. Nishi and Mary Y. Nishi, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 34, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 121, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Yolo } S.S.

On this 31st day of July 1970, before me,

Myrna J. Miller (SEAL), a Notary Public in and for said Yolo County,

personally appeared Harold Pink and Mary H. Pink

known to me to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same.

OFFICIAL SEAL
MYRNA J. MILLER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY

WITNESS my hand and official seal.

Myrna J. Miller

MYRNA J. MILLER-Notary Public-Cal
COM. EXP. NOV. 10, 1970 - YOLO CO.
48 W. Main, Winters, Calif.

Notary Public in and for said Yolo County and State

My commission expires Nov. 10 1970

P-169 8-66

Micro Filmed

GUARANTEE

68 20773

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62509 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

JOHN NISHI

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of July 17, 1970 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Jennings Secretary

Countersigned:

Vice President

Micro Fiche

Addition to Preserve No. 34

CLTA GUARANTEE FACE PAGE—1967

"EXHIBIT A"

[illegible] of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WEST[illegible]N TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62509 Effective Date: July 17, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

JOHN NISHI

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Title Vests: John S. Nishi and Mary Y. Nishi, his wife, as Joint Tenants.

All that real property in the County of Yolo, State of California, described as follows:

Lots 1, 2, 3, and North 9.92 acres of Lot 4, as shown on the map or plat of Browning's Subdivision of the Southwest Quarter of Section1, and part of the Northwest Quarter of Section 12, Township 9 North, Range 1 East, M. D. B. & M., recorded in the Office of the County Recorder of Yolo, California, on December 26, 1908, in Book 2 of Maps, at page 10.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 24-040-23, Code Area 87-068.

NOTE: This Guarantee is limited to the above described property.

Micro Fiched

[illegible], the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

RECORDED
Document
FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

VOL. 970 PAGE 327
COUNTY of YOLO
FEB 26 1971
50 min. past 4 o'clock P.M.
YOLO COUNTY, CALIFORNIA
Clerk
Fee $ Paid

AGREEMENT NO. 71-354

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between JOHN OLSON

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. NEW PRESERVE 85, heretofore established or enlarged by the County by Resolution No. 71-18 filed in the Office of the County Recorder of Yolo County on February 5, 1971, and recorded in Volume 966 of Official Records at page 421), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

BOOK 970 PAGE 329

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 21-18, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

JOHN OLSON
713 K St
Davis, Cal

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COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Figueroa Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER
John Olson

BOOK 970 PAGE 330

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 2, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers

STATE OF CALIFORNIA)

STATE OF CALIFORNIA,
COUNTY OF Yolo } ss.

ON July 24, 1970, before me, the undersigned, a Notary Public in and for said State, personally appeared

John Olson, known to me,

to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

G. P. KENNY
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

My commission expires 9/30/70

NAME (TYPED OR PRINTED)
Notary Public in and for said State.

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ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-64

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62161 Effective Date: June 12, 1970 at 10:40 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

PARCEL 1: John Olson
~~PARCELS 2 and 4: John Olson a 1/2 interest and Edwood M. Olson a 1/2 interest~~
~~PARCEL 3: John Olson a 1/4 interest and Elwood M. Olson a 3/4 interest~~
~~PARCEL 5: Elwood M. Olson~~

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Commencing at the Northeast corner of the Southeast Quarter of Section 22, in Township 8 North, Range 3 East, and running thence West along the half section line 1709 feet; thence South to a point on the South boundary of said Section 22, 1709 feet West of the Southeast corner of the Southeast Quarter of said Section 22; thence East along the South boundary of said Section 22, to the Southeast corner thereof; thence North along the East boundary of said Section 22 to the place of beginning, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, in Maps and Surveys Book 2, page 55.

PARCEL 2: Commencing at an iron monument on the East line of Section 28, Township 8 North, Range 3 East, M. D. B. & M., distant thereon North 0° 13' West, 1501.88 feet from another iron monument located at the 1/4 section corner on the East line of said Section 28; and extending thence from said point of commencement, North 0° 13' West, along the said section line and its Northerly extension, a distance of 1320.00 feet, to an iron monument marking the Northwest corner of Swamp and Overflowed Land Survey No. 716; thence East, 198.00 feet to a monument which marks the corner common to Sections 21, 22, 27 and 28, of Township 8 North, Range 3 East, as said sections were established by State of California Swamp and Overflowed Land Surveys; thence along the line between said Sections 21 and 22, as established by State Surveys, North 0° 21' West, 241.00 feet, to a fence line; thence along said fence line East, 2191.00 feet; thence along another fence line, South 0° 03' East, 241.00 feet, to an iron monument on the North line of the aforementioned Swamp and Overflow Land Survey No. 716, and distant thereon 449.00 feet West from the Northeast corner of said survey; thence along said survey line, West, 198.00 feet; thence along a fence line, South 0° 23' 30" East, 1320.00 feet to a fence corner; thence along a fence line, West 2194.0 feet, to the point of commencement.

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BOOK 970 PAGE 332

NEW PRESERVE 85

CLTA GUARANTEE FORM NO. 13-1968

"Exhibit A"

NOTE: This Guarantee is limited to the herein described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 assessors role as follows:

Parcel 1	Assessors Parcel No.	33-110-03
Parcel [illegible]	Assessors Parcel No.	33-110-[illegible]
Parcel [illegible]	Assessors Parcel No.	33-110-[illegible]
Parcel [illegible]	Assessors Parcel No.	33-110-[illegible]
Parcel [illegible]	Assessors Parcel No.	33-110-2[illegible]

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BOOK 970 PAGE 333

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FEB - 1 1971
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 71-355

This Agreement made this 1st day of February, 1971, by and betweem the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LOWELL E. GARRISON, hereinafter called CONTRACTOR.

W I T N E S S E T H:

RECITALS:

1. COUNTY has been notified that the services heretofore rendered by the State Board of Equalization, free of cost to the County, in providing appraisal and assessment of dry gas wells in Yolo County is no longer available.

2. There are a number of such dry gas wells in Yolo County which must be appraised and assessed in order that they bear an equitable portion of the Yolo County tax burden.

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3. It is necessary that a qualified Petroleum Engineer with a thorough knowledge of dry gas well appraisal techniques be utilized for purposes of appraising and assessing such wells, and the Yolo County Assessor's office is presently without a member of its staff so qualified.

4. CONTRACTOR is a 1954 graduate of the University of California, trained in the science of Geology, is a registered geologist and is experienced in the field of Petroleum Geology, particularly in dry gas well appraisal and assessment.

5. COUNTY desires to obtain, and CONTRACTOR desires to provide appraisal and assessment services with respect to producing properties located in the County of Yolo.

AGREEMENT:

I In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to provide to COUNTY the following appraisal, assessment and related services to assist the duly elected

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Assessor in the County of Yolo in properly assessing such property:

A. Accumulate and interpret reserve, production, contractual, and performance data on each of the gas wells found within the confines of Yolo County. The data and interpretations to be derived from the dry gas well property statements and other information.

B. To visit operators as necessary, including once a year with at least the large operators, expenses and travel allowances to be borne by CONTRACTOR.

C. Determine reserves remaining for the tax year of each well which, for appraisal purposes, may be combined into a field or unit. Such determination to be based on volumetric or pressure/cumulative studies either originally, or as a check against the operator's figures.

D. On the basis of 1) remaining reserves, 2) contractural or physical rate of take and 3) expected decline, appraise the properties on an income/net present worth approach. All discount rates used are to accurately reflect the tax rate in the code areas involved.

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E. CONTRACTOR to make his appraisals by offsetting equipment values against the mineral values and putting the appraisals to parcels,.

F. CONTRACTOR shall calculate the assessed value of the above taxable property.

G. Prepare a report including the following: i) cross references to field and operator summaries, ii) appraisal by parcel sheets, iii) appraisal calculations, iv) all pertinent geologic and reservoir engineering charts. v) This report to be indexed.

H. The above referenced shall be delivered to the Assessor's office no later than June 15th.

I. Whenever requested, at no additional cost to COUNTY, to

represent the Assessor at the Petroleum Advisory Sub-committee meeting, and make such additional occasional written reports.

J. Maintain current at all times, the required information and data by keeping records of newly completed wells and monthly production in Yolo County.

K. Represent the Assessor in defense of any appraisal in sampling by State Board of Equalization, or challenge by the taxpayer, before the County Board of Equalization.

L. Maintain at all times the highest of ethical and professional standards.

II. In accordance with the terms and conditions of this Agreement, COUNTY agrees as follows:

A. To pay CONTRACTOR a flat fee for services rendered pursuant to this Agreement, in the amount of Two Thousand Five Hundred ($2,500.00) dollars.

B. That the fee above mentioned shall be paid on or before July 31st of the year covered by this contract.

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III. IT IS MUTUALLY AGREED THAT:

a. The term of this Agreement shall commence on January 1, 1971, and shall be renewed automatically for additional renewal terms of one year each, unless notice of non-renewal is given in writing by either party at least 30 days prior to the expiration of each term or renewal.

b. In the performance of the work, duties and obligations devolving upon him under this Agreement, CONTRACTOR is at all times acting and performing as an independant contractor, practicing his profession of Petroleum Consultant. CONTRACTOR agrees to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession, and that the sole interest of the COUNTY is to assure that said work and functions shall be performed and rendered in a competent

efficient and satisfactory manner.

c. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

COUNTY OF YOLO, A Political Subdivision of the State of California

BY _____
CHAIRMAN - BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____, DEPUTY

(SEAL)

_____
LOWELL E. GARRISON, CONTRACTOR

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THE AMERICAN INSTITUTE OF ARCHITECTS

YOLO COUNTY
AGREEMENT NO. 71-356

AIA Document B131

Standard Form of Agreement Between Owner and Architect

FILED
FEB - 1 1971
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

on a basis of a

PERCENTAGE OF CONSTRUCTION COST

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this 22nd day of January in the year of Nineteen Hundred and Seventy One

BETWEEN

County of Yolo California the Owner, and

Dean F. Unger, A.I.A., Inc. the Architect.

It is the intention of the Owner to construct an Animal Shelter for the County of Yolo California

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hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. *FOR THE ARCHITECT'S BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Contract	eight	per cent (8 %)
Separate Stipulated Sum Contracts		per cent (%)
A Single Cost Plus Fee Contract		per cent (%)
Separate Cost Plus Fee Contracts		per cent (%)

AN INITIAL PAYMENT of dollars ($)
shall be made upon the execution of this Agreement and credited to the Owner's account.

b. *FOR THE ARCHITECT'S ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:

Principals' time at the fixed rate of twenty five dollars ($ 25.00)
per hour. For the purposes of this Agreement, the Principals are:

Dean F. Unger

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Employees' time computed at a multiple of two and one-half (2½)
times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at a multiple of two and one-half
(2½) times the amount billed to the Architect for such additional services.

Services of other professional consultants at a multiple of two and one-half
(2½) times the amount billed to the Architect for such services.

The rates and multiples set forth in this Paragraph IIb will be subject to renegotiation if the services covered by this Agreement have not been completed within
( ) months of the date hereof.

c. *FOR THE ARCHITECT'S REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.

d. *THE TIMES AND FURTHER CONDITIONS OF PAYMENT* shall be as described in Article 6.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Doc-

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uments, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made

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during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.

1.3.18 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.19 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.20 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.21 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

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3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph IIa (Page 2) is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

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ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Con-

AIA DOCUMENT B131 • OWNER-ARCHITECT AGREEMENT (PERCENTAGE) • APRIL 1970 EDITION • AIA®
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tractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

Micro Fiche

Approved as to Form
Date:
County Counsel
of Yolo County

This Agreement executed the day and year first written above.

OWNER Joe Espigares Jr
Joe Espigares, Chairman
Board of Supervisors

ARCHITECT
Dean F. Unger, A.I.A. Architect
C2180
President
Dean F. Unger, A.I.A., Inc.

Micro Fiched

FILED
MAR 17 1971
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 71-357

CO-OPERATIVE AGREEMENT

"FOR IMPROVING RUSSELL BOULEVARD (COUNTY ROAD 32) BETWEEN STATE ROUTE 113 AND COUNTY ROAD 98; COVELL BOULEVARD (COUNTY ROAD 31) BETWEEN COUNTY ROAD 102 AND POPLAR WAY; AND H STREET (COUNTY ROAD 101 A) BETWEEN COVELL BOULEVARD AND CEMETERY ROAD"

THIS AGREEMENT made and entered into this 1st day of February, 1971, by and between the City of Davis, hereinafter called "City" and the County of Yolo, hereinafter called "Yolo."

WHEREAS, a portion of Russell Boulevard (County Road 32) between County Road 98 and State Route 113 is within the City Limits and the remaining portion is within the unincorporated area of Yolo, and

WHEREAS, Covell Boulevard (County Road 31) between County Road 102 and Poplar Way is within the City Limits, and

WHEREAS, H Street (County Road 101A)between Covell Avenue and Cemetery Road is within the City Limits, and

WHEREAS, Yolo and City desire to reconstruct said Russell Boulevard between the above limits, and

WHEREAS, City desires to reconstruct said Covell Boulevard and said H Street between the above limits, and

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived from such reconstruction, the parties agree as follows:

ARTICLE I

Micro Fiched

Yolo agrees as follows:

1. To prepare plans, specifications, cost estimates and do all necessary things to include, as a part of Omnibus Contract No. 6, by contract change order adding thereto, the resurfacing of Russell Boulevard (County Road 32) between County Road 98 and State Route 113, Covell Boulevard (County Road 31) between County Road 102 and Poplar Way and H Street (County Road 101A) between Covell Boulevard and Sweet Briar Lane. Said work shall consist of asphalt overlay paving and all other appurtenances in accordance with plans prepared by the office of the County Engineer and approved by the City of Davis Public Works Director.

2. That Yolo will administer the contract and inspect the work to assure compliance with plans and specifications.

ARTICLE II

City agrees as follows:

1. To reimburse Yolo from the City of Davis Road Fund, in accordance with the following schedule for all materials used, at unit costs shown for materials in place.

Location	Percentage to Be Paid By City of Davis	1/2" A.C. Unit Cost	Tack Coat Unit Cost SS-1 or RS-1
Russell Blvd. (Co. Rd. 32)	75%	$6.95/ton	$65.00/ton
Covell Blvd. (Co. Rd. 31)	100%	$6.70/ton	$65.00/ton
H Street (Co. Rd. 101A)	100%	$6.70/ton	$65.00/ton

Micro Fiched

2. City shall reimburse Yolo within thirty (30) days after submittal of final quantity tabulation and billing to City from Yolo.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

CITY OF DAVIS

MAYOR

CITY CLERK

APPROVED AS TO FORM:

COUNTY COUNSEL

CITY ATTORNEY

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

AGREEMENT NO. 71-358

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 1st day of February, 1971, by and between JOHN H. ELDRIDGE & HONORE' I. ELDRIDGE, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 20, heretofore established or enlarged by the County by Resolution No. 71-9 filed in the Office of the County Recorder of Yolo County on Jan. 22, 1971, and recorded in Volume 965 of Official Records at page 304), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-9, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

JOHN H. ELDRIDGE &

HONORE' I. ELDRIDGE

223 Vista Lane
Portola Valley, Cal.

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Sciarone Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

John H Eldridge
Honore I Eldridge

Donot Fill out

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb 3, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA }
COUNTY OF Yolo } SS.

On July 24, 1970 before me, the undersigned, a Notary Public in and for said State, personally appeared John H. Eldridge and Honore' I. Eldridge, known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Celia A. Scott

Celia A. Scott
Name (Typed or Printed)

CELIA A. SCOTT
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA
My Commission Expires February 15, 1972

(This area for official notarial seal)

STAPLE HERE

BOOK 970 PAGE 336

(TI) RO 8441-066

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00
Street address or other ref. 30-270-08

a California corporation, does hereby guarantee
. J. H. Eldridge

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

JOHN H. ELDRIDGE and HONORE' I. ELDRIDGE, his wife

Deed Recorded October 9, 1969

Document No. 11161

I.R.S. $8.25

Record Description: See EXHIBIT "A" attached

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of July 17, 1970 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

ADDITION TO PRESERVE 20

[illegible] that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

EXHIBIT "A"

Description:

All that real property in the County of Yolo, State of California,

described as follows:

BEGINNING at a point on the West boundary of Fractional Section 29, Township 8 North, Range 1 West, and South 0° 05' West 1524 feet from the Northwest corner thereof, and running thence North 70° 25' East 1325 feet along a fence line to a corner fence post; thence South 18° 15' East, 15.1 feet to a corner fence post; thence South 0° 07' West, 688 feet along a fence line to a corner fence post on the North side of the County Road; thence South 65° 44' West, 1374.4 feet along the North side of the County Road, to the West boundary of the said fractional Section 29; thence North 0° 05' East, 823 feet to the point of beginning, being a part of fractional Section 29, Township 8 North, Range 1 West, M.D.B.&M.

EXCEPTING from said tract of land an undivided 1/3rd of all oil, gas and other minerals and/or mineral rights as reserved to Minnie Kelly and Lucille Searcy in deed recorded March 15, 1950, Recorder's File No. 1584.

pi

BOOK 970 PAGE 338

2429

Micro Fiched

AGREEMENT NO. 71-359

Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 25 day of February, 1971, by and between ORIN A. STONE

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 12, heretofore established or enlarged by the County by Resolution No. 71-9 filed in the Office of the County Recorder of Yolo County on JAN 22, 1971, and recorded in Volume 915 of Official Records at page 204, the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-9, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

ORIN A. STONE
Route 1, Box 294 A
Winters, Calif

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espiganero Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Orin A Stone

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 3, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

the undersigned

State of California, County of Yolo
On July 23, 1970, before me, the undersigned, a Notary Public in and for said County, personally appeared Orin A Scott known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he subscribed his name.

JEAN E. HUNTER
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES OCTOBER 9, 1973

Jean E Hunter
Notary Public in and for said County.

LAURENCE P. HENIGAN, COUNTY CLERK

BOOK 967 PAGE 622

GUARANTEE

68 20615

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62202 Liability $ 120.00 Fee $ 20.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

ORIN A. STONE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of June 29, 1970 , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [illegible] Secretary

ADDITION TO PRESERVE 12

CLTA GUARANTEE FACE PAGE-1967

"Exhibit A"

[illegible] and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62202 Effective Date: June 29, 1970

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

ORIN A. STONE, also known as O. A. STONE

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The Southeast Quarter of Section 16, Township 8 North, Range 1 West, M.D.B.& M.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessors Parcel No. 30-210-04, Code Area 86-005.

NOTE: This Guarantee is limited to the above described property.

CLTA GUARANTEE FORM NO. 13-1969

Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

FILED

FEB 10 1971

LAURENCE P. HENIGAN, Clerk

By [signature] Deputy

AGREEMENT NO. 71-360

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of February, 19 71, by and between GRANITE CONSTRUCTION COMPANY

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Micro Fiched

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Reconstruct roads, construct curbs, gutters, sidewalks & storm drains in the West Sacramento Area within the County of Yolo.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Plans and Specifications - Pursuant of Chapter 27 parts of Division 7

of the Streets and Highways Code of the State of California,

(Plan Index No. 204.110-.117) (WO # 1601)
1602

Approved Aug 13, 1970 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Forty (40) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

Micro Fiched

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel

ATTEST:
Laurence P. Henigan, Clerk

By _____ Deputy

COUNTY OF YOLO

By _____
Chairman of the Board of Supervisors

GRANITE CONSTRUCTION COMPANY

By _____
H. B. Scott, President
Contractor

FILED

FEB - 1 1971

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

AGREEMENT NO. 71-361

(Contruction Agreement)

THIS CONSTRUCTION AGREEMENT made this 1st day of February, 1971, by and between M. J. BAMBERY, INC. & GENE PENDERGAST, as a joint venture, hereinafter called CONTRACTOR, and the COUNTY OF YOLO, a political subdivision, hereinafter called OWNER,

W I T N E S S E T H:

That CONTRACTOR and OWNER for the considerations hereinafter named, agree as follows:

ARTICLE I - SCOPE OF WORK

In accordance with the terms of this agreement and the Contract Documents referred to herein, CONTRACTOR agrees at CONTRACTOR'S own cost and expense to provide all materials, labor, taxes, services, insurance, transportation, facilities and incidentals necessary, convenient, and proper in order fairly to perform in a workmanlike manner, faithfully and fully the work set forth in Exhibit "A" attached hereto, which exhibit is incorporated by reference as if set forth at length herein, which consists of skylight work and related work in connection with the Public Works Facility, N.E. Corner of Beamer & Ashley Streets, Yolo County.

ARTICLE II - CONTRACT DOCUMENTS

Micro Filmed

Except as otherwise set forth herein, work shall be performed in accordance with, and the parties shall be obligated by, all the terms and conditions of the Construction Agreement dated February 12th, 1970, by and between the parties hereto, for the construction of the Public Works Facility, N.E. Corner of Beamer & Ashley Streets, Yolo County, and the Contract Documents enumerated therein.

XEROX COPY

ARTICLE III - CONTRACT TIME

The CONTRACTOR shall start work to be performed under this Construction Agreement upon the execution thereof by the parties thereto and shall complete such work by September 1st, 1971.

ARTICLE IV - CONTRACT SUM

In consideration of the agreements on the part of CONTRACTOR and the strict and literal fulfillment of each and every such agreement, and as compensation agreed upon for said work, OWNER agrees to pay for the performance of this Construction Agreement subject to additions or deductions provided for therein, the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500) in a single, legally executed warrant of the OWNER which shall become due and shall be paid in the manner for the payment of retained percentage in said Contract Documents.

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ARTICLE V - BONDS

CONTRACTOR shall furnish and deliver to OWNER for its approval upon the execution of this Construction Agreement two good and sufficient bonds issued by a surety company authorized to do business in the State of California and shall maintain such bonds during the entire life of the Construction Agreement. One such bond shall be in the sum of One Hundred Percent (100%) of the contract sum and shall be conditioned for the faithful performance of said CONTRACTOR of this agreement according to the terms and provisions herein. The second bond shall be a labor and materials bond in the sum of not less than one-half of the Contract sum in accordance with and in the form required by Sections 4200 to 4208, inclusive, of the California Government Code. No pre-payment or delay in payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no forebearance on the part of OWNER shall in anywise affect the obligations of the surety on the bonds, and the surety does hereby

waive notice of and consents to any such payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specification and forebearance and said surety does hereby waive to provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement the day and year first above written.

CONTRACTOR -

M. J. BAMBERY, INC. & GENE PENDERGAST, as a Joint venture

By: M. J. BAMBERY, INC., a corporation,

BY _____
(SEAL)

OWNER -

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

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EXHIBIT A

ARCHITECTS-PLANNERS

2222 WATT AVENUE • SACRAMENTO, CALIFORNIA 95825 • 483-3816

TOD HART, A.I.A.
HAROLD B. TURNER, A.I.A.

January 14, 1971

Mr. George A. Jouganatos
Attorney at Law
2725 K Street - Suite 3
Sacramento, California 95816

Re: Yolo County Public Works Facility

Dear Sir;

Following is a list of uncompleted work that you requested for referenced project:

1. The skylight material in all except four Southernmost panels must be removed and faulty material must be replaced using new, approved materials and it must be installed in a leakproof manner. Material proposed for reuse may be reused only with the approval of the Architect. Horizonatal mullion must be replaced with an approved section and detail to provide a leakproof assembly. Entire skylight and adjoining roofing areas shall be made water tight, as modified by Harold B. Turner's letter of January 29, 1971.

2. Areas related to the skylight requiring caulking shall be recaulked as required.

3. Roofing and flashing broken or disturbed by repair work on the skylight is to be replaced.

4. Ceiling tile stained by skylight leakage to be replaced.

5. Damaged lighting parapet sheetrock to be repaired or replaced.

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6. Water stained plywood to be repainted to match surrounding areas.

7. Water stained block or other surfaces stained by water leakage is to be cleaned or restored in a satisfactory manner.

Very truly yours,

HART & TURNER ARCHITECTS

Harold B. Turner

HBT:tb

Maurice J. Bambery

cc: M.J. Bambery
Mr. Howard Van Reyper
Mr. George Mahoney
Mr. Robert Mich

EXHIBIT "A"

members • american institute of architects

ARCHITECTS-PLANNERS

2222 WATT AVENUE • SACRAMENTO, CALIFORNIA 95825 • 483-2816

TOD HAST, A.I.A.
HAROLD R. TURNER, A.I.A.

January 29, 1971

Mr. M. J. Bambery
Bambery & Pendergast
2223 Dale Avenue
Sacramento, California 95815

Re: Yolo County Public Works Facility

Dear Sir;

Mr. Robert Bitler, Plastics Department, Rohmand Haas Company has suggested a detail for long term protection at the horizontal mullion. This has been discussed with various plastics installers with the concensus that it probably will give the protection required for this problem area.

Our revised suggestion is that battens or coverplates be removed, that if the plastic panel and/or cement asbestos is reusable, the GE Silocone sealant be removed and Butyle Tape be trimmed but plastic panels at your descretion may be left in place. New Butyle Tape to the required thickness plus wood spacers then to be installed. Reusable panels to be adjusted in place and have battens or cover plates reinstalled with wood spacers and tape. We suggest the horizontal mullion be repaired in the following manner and in accordance with the attached sheet SK-1:

Micro Fiche

The first step will be to remove coverplate and remove the existing fillet beads of silicone on the exterior side. The areas where a new silicone sealant will be placed against the Plexiglas should be cleaned with VM & P Naptha. An aluminum flat centered over the existing mullion cap will provide a glazing channel on each side of the mullion. A filler material such as polyethelene will assure the proper sealant depth of ¼" and also act as a bond breaker in the bottom of the glazing channel. A silicone sealant such as General Electric Company 1200 series can then be gunned in place after applying the manufacturer's recommended plastics primer. Do not extend the width of adhesion to the Plexiglas or to the aluminum flat beyond the ¼" noted. The joints at the intersection of the new aluminum flats will also have to be sealed. During the installation, it is essential that no loadings be applied against the Plexiglas (such as scaffold, blocking) that will break the newly applied sealant bond.

Work must progress evenly and thoroughly to assure no possible voids to permit water penetration.

Maurice J. Bambery

EXHBIIT "A"

Flashing at ends and bottems of panels require recaulking to seal breaks from work on the plastic panels.

Written 5 year guarantee against leakage to be provided the owner.

Very truly yours,

HART & TURNER ARCHITECTS

Harold B. Turner

cc: Mr. H. Van Reyper
Mr. George Mahoney
Mr. Robert Mion

HBT:tb

Micro Filmed

EXHIBIT "A"

PAGE 3

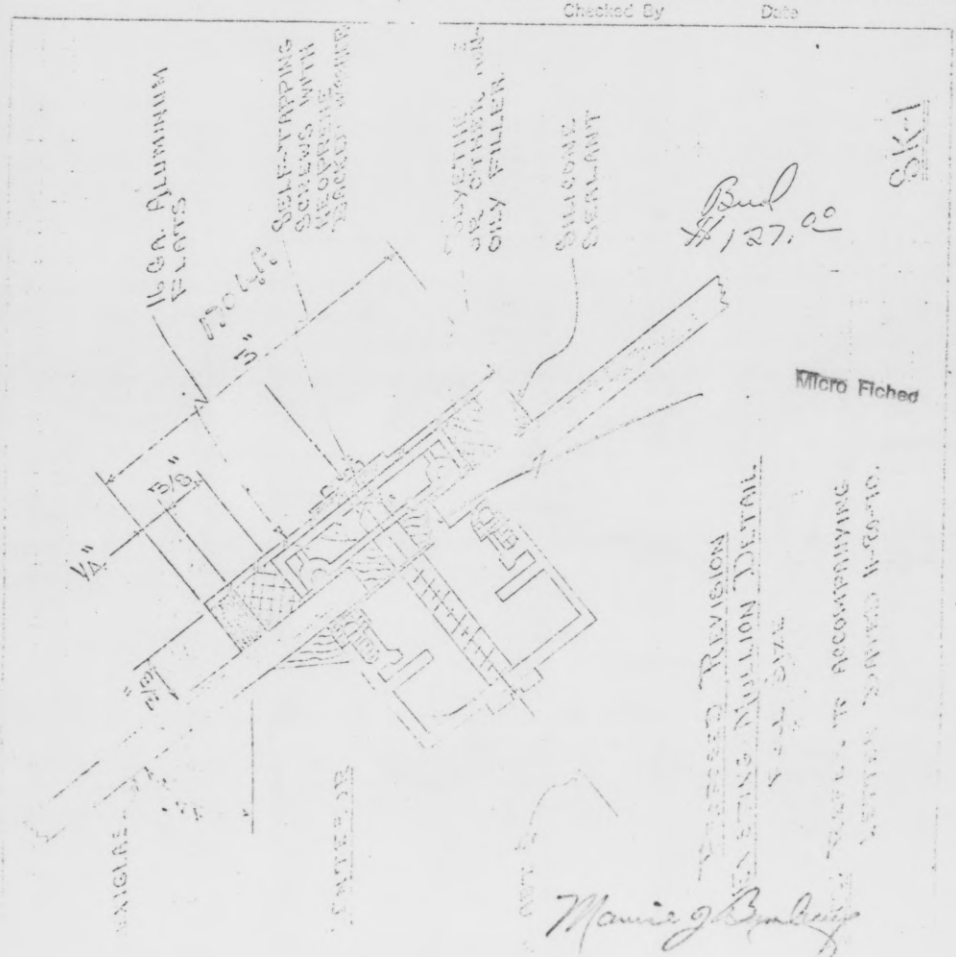
BRISTOL, PENNSYLVANIA 19007

Project York Co. Pump Sta. Modifications Calculation Sheet 1 Of 1

Unit or Item Electrical Installation AR Job No.

Subject W. B. Turbine Data By TRC Date 11-30-76

Checked By Date


16" DIA. PLUMBING FLANGE
SELF-TAPPING SCREWS
SIMILAR
SIMILAR
SIMILAR
Bud #127.00
SK-1
Micro Fiched
5"
5"
1/4"
1/4"
1/4

Agreement No. 71-594

Woodland, California

Feb. 8, 1971, 1971

John H. Pylman and Mary Anne Pylman,
His Wife,
Grantors

FILED
FEB - 8 1971
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-05 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Swamp Land Survey No. 557, Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of said Swamp Land Survey No. 557, said corner being a point in the centerline of Clarksburg Road; thence South 25.00 feet to the intersection of the South right-of-way line of Clarksburg Road with the East right-of-way line of Holland Road, THE TRUE POINT OF BEGINNING; THENCE continuing along said East right-of-way line South 35.00 feet; thence along a line parallel with and 35.00 feet South of the South right-of-way line of Clarksburg Road the following two (2) courses: (1) South 89°59'00" East 1,291.04 feet; (2) North 89°53'30" East 524.23 feet to a tangent curve; thence along said curve, concave to the North, with a radius of 1,635.00 feet through a central angle of 11°52'36", an arc length of 338.91 feet to the South right-of-way line of Clarksburg Road; thence Westerly along said South right-of-way line the following two (2) courses: (1) South 89°53'30" West 860.68 feet, (2) North 89°59'00" West 1,291.02 feet to the true point of beginning.

Containing 1.639 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

XEROX Micro Filmed COPY

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $1,882.90 for the property as conveyed by Grant Deed No. 71-05 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 61655 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

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C. During construction of this project (known as Clarksburg Road, Work Order No. 4093) and prior to completion the County will:

1. Construct gravel driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Top Width
94+00 Rt.	16'
104+40 Rt.	16'
115+60 Rt.	25'
113+00 Rt.	16'

It is mutually understood and agreed that upon completion of the culverts above mentioned, they shall be considered encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantors in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: February 8, 1971

Grantors

Recommended for Approval

By

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated
County Counsel of Yolo County

AGREEMENT NO. 71-263

714681

XEROX Service Agreement

FILED

FEB - 8 1971

LAURENCE P. HENIGAN, Clerk

Qty.	Type Code	Print Equipment by and Price Plan
1	094	Xerox 914 Copier Copies
		Plan C Pricing

Xerox shall provide Reproduction Services to Customer at installation address with the Equipment enumerated in section entitled "Equipment" and Customer shall accept such Reproduction Services upon the terms and conditions set forth herein and in accordance with Xerox' terms and conditions set forth in Xerox' published price list as revised from time to time.

This Service Agreement shall constitute the entire agreement between Customer and Xerox for Reproduction Services, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents processed by Xerox.

Equipment remains property of Xerox which may supply either new or reconditioned equipment at its sole option.

Customer shall pay Equipment placement charges and Xerox or Customer shall pay shipping charges in accordance with terms and conditions set forth in Xerox' published price list.

Placement/Removal Chg - $37.50

Customer Name, Billing Address and Zip Code	Installation Address and Zip Code	Equipment - Ship to Address
County of Yolo - Sheriff's Office c/o Auditor's Office Room 301 City Courthouse Woodland, Calif. 95695	County of Yolo Sheriff's Office 814 North Street Woodland, Calif. 95695	Yolo County Sheriff c/o Global Moving & Storage 320 Commerce Circle Sacramento, Calif.

This Agreement may be terminated at any time by either party after the equipment has been in place for (---) days upon written notice of fifteen (15) ☒ thirty (30) ☐ days.

Customer: County of Yolo

By: Board of Supervisors

Title: Chairman, Board of Supervisors, State of California

Xerox Corporation

By: [signature] Employee No. 217V

Date: 1-26-71 Branch No. 570.2

Purchase Order Required ☐ Yes ☒ No If Yes,

Purchase Order Number

Special Reference Number

Purchase Order Period From ... To ...

Special Invoice Form Required ☐ Yes ☐ No

Form 4-0555 (4770) Printed in U.S.A.

Requested Delivery Date 1-26-71

Contact Jim Dunlap

Phone 666-3433

Diverse Priority

Customer

☒ Attached ☐ Not Required

Tax Exempt ☐ Yes ☒ No ☐ N/A

Certificate Attached ☐ Yes ☐ No ☒ N/A ☐ Previously Submitted

Contract Number 1,1,0,8,0,0,0,0 Group No. 630

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Service Agreement

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damages as may be caused by customer's wilful act.

Extend meter credit for defective copies and replace defective supplies without charge as its sole obligations with respect thereto. For offset equipment, no adjustment will be made for defective copies.

Warrant that the Equipment was produced and Reproduction Services shall be rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Save Customer harmless from all loss, damage and liability which may be incurred on account of infringement of U. S. patents relating solely to Equipment and shall, at its own expense, defend all claims, suits and actions against the Customer in which such infringement is alleged, provided Xerox is duly notified of such claims, suits and actions, and provided Xerox' indemnity shall not apply to any infringement arising from the use or sale of Equipment provided hereunder which has been modified by anyone other than Xerox or used in combination with other items not provided hereunder when such infringement would not have occurred from the use or sale of Equipment solely for the purpose for which it was designed.

Further warrant that it complies with the requirements of Title VII of the Civil Rights Act of 1964.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator or machine operator as the case may be, for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month, or as required a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's wilful act.

Permit Xerox to remove equipment upon termination.

Approved as to Form

Dated _____

CHARLES R. MACK

County Counsel of Yolo County

FEB - 8 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 71-362

(Drug Counsellor Agreement)

THIS AGREEMENT made and entered into this 8th day of February, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and HIRAM ELLIOTT, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY has established in this County an Alcohol and Other Drug Abuse Control Program and has charged the County Health Officer with the responsibility of initiation and administration of the program as a portion of the County Mental Health Program and has obtained the services of a coordinator to provide coordination of services in the initiation and administration of the program.
2. COUNTY has established as a part of the Alcohol and Other Drug Abuse Control Program the Davis Community Drug Counselling Program, which receives referrals from the entire County.
3. CONTRACTOR has obtained a Masters Degree of Science in Clinical Psychology and is experienced in the field of counselling.
4. COUNTY desires to obtain and CONTRACTOR desires to provide counselling and related services in connection with the Davis Community Drug Counselling Program.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement CONTRACTOR agrees to provide to COUNTY the following counselling and related services for at least twenty (20) hours per week to assist the Health Officer and the Coordinator of Alcohol and Other Drug Abuse Control Program as required in the provision

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XEROX COPY

of services as a part of the Davis Community Drug Counselling Program:

A. To provide individual and group drug abuse treatment counselling to patients of the Davis Community Drug Program, including

1) Interviewing patients and their families; and

2) Making home visits.

B. To assist the Coordinator of Alcohol and Other Drug Abuse Control Program in evaluating and assigning referrals to the program.

C. To assist the Coordinator of the Alcohol and Other Drug Abuse Control Program in developing group sessions, including

1) Working with interns and structering groups; and

2) Participating in review of the group process.

D. To provide counselling services in cooperation with school, police, probation, and public health personnel.

E. To provide consultation to para-professionals involved in the program.

2. In accordance with the terms and conditions of this agreement, COUNTY agrees as follows:

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A. To pay CONTRACTOR for services rendered pursuant to this agreement at the monthly rate of $500.

B. To reimburse CONTRACTOR in the sum of ten cents (10¢) per mile for the first 300 miles each month, and in the sum of eight cents (8¢) per mile for each mile thereafter for travel pursuant to this agreement and to reimburse CONTRACTOR for lodging and meals, registration fees, parking fees, fares and bridge tolls incurred in services rendered pursuant to this agreement.

3. IT IS MUTUALLY AGREED that:

A. The term of this agreement shall commence on February 8,

1971, and shall terminate on July 31st, 1971.

B. In the performance of the work, duties and obligations devolving upon him under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor practicing his profession of counsellor. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform his work and function except that CONTRACTOR does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practice in his profession and that the sole interest of COUNTY is to assure that said work and function shall be performed and rendered in a competent, efficient and satisfactory manner.

C. No alteration or variation of the terms of this agreement shall be valid unless made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL

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_____
HIRAM ELLIOTT

Agreement No. 71-599

Woodland, California

Feb. 8, 1971, 1971

John H. Pylman and Mary Anne Pylman, His Wife,
Grantors

FILED
FEB - 8 1971
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-05 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Swamp Land Survey No. 557, Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of said Swamp Land Survey No. 557, said corner being a point in the centerline of Clarksburg Road; thence South 25.00 feet to the intersection of the South right-of-way line of Clarksburg Road with the East right-of-way line of Holland Road, THE TRUE POINT OF BEGINNING; THENCE continuing along said East right-of-way line South 35.00 feet; thence along a line parallel with and 35.00 feet South of the South right-of-way line of Clarksburg Road the following two (2) courses: (1) South 89°59'00" East 1,291.04 feet; (2) North 89°53'30" East 524.23 feet to a tangent curve; thence along said curve, concave to the North, with a radius of 1,635.00 feet through a central angle of 11°52'36", an arc length of 338.91 feet to the South right-of-way line of Clarksburg Road; thence Westerly along said South right-of-way line the following two (2) courses: (1) South 89°53'30" West 860.68 feet, (2) North 89°59'00" West 1,291.02 feet to the true point of beginning.

Containing 1.639 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

XEROX COPY Micro Filmed

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $1,882.90 for the property as conveyed by Grant Deed No. 71-05 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 61655 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

Micro Fiched

C. During construction of this project (known as Clarksburg Road, Work Order No. 4093) and prior to completion the County will:

1. Construct gravel driveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Top Width
94+00 Rt.	16'
104+40 Rt.	16'
115+60 Rt.	25'
113+00 Rt.	16'

It is mutually understood and agreed that upon completion of the culverts above mentioned, they shall be considered encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantors in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Fiche

Dated: February 8, 1971

Grantors

Recommended for Approval

By

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to form
Dated
County Counsel of Yolo County

AGREEMENT NO. 71-363

714681

XEROX Service Agreement

FILED

FEB - 8 1971

LAURENCE P. HENIGAN, Clerk

Qty.	Model No.	Print Equipment and Price Plan
1	094	Xerox 914 Copier Copyer
		Plan C Pricing

Xerox shall provide Reproduction Services to Customer at installation address with the Equipment enumerated in section entitled "Equipment" and Customer shall accept such Reproduction Services upon the terms and conditions set forth herein and in accordance with Xerox' terms and conditions set forth in Xerox' published price list as revised from time to time.

This Service Agreement shall constitute the entire agreement between Customer and Xerox for Reproduction Services, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents processed by Xerox.

Equipment remains property of Xerox which may supply either new or reconditioned equipment at its sole option.

Customer shall pay Equipment placement charges and Xerox or Customer shall pay shipping charges in accordance with terms and conditions set forth in Xerox' published price list.

Placement/Removal Chg - $39.00

Customer Name, Billing Address and Zip Code	Installation Address and Zip Code	Equipment - Ship to Address
County of Yolo - Sheriff's Office c/o Auditor's Office Room 301 County Courthouse Woodland, Calif. 95695	County of Yolo Sheriff's Office 814 North Street Woodland, Calif. 95695	Yolo County Sheriff c/o Global Moving & Storage 320 Commerce Circle Sacramento, Calif.

This Agreement may be terminated at any time by either party after the equipment has been in place for (6) days upon written notice of fifteen (15) ☒ thirty (30) ☐ days.

Customer

By: Board of Supervisors

Title: County of Yolo, State of California

Xerox Corporation

By: [signature] Employee No. 2174

Date: 1-26-71 Branch No. 570.2

Purchase Order Required ☐ Yes ☒ No If Yes,

Purchase Order Number

Special Reference Number

Purchase Order Period From ___ To ___

Special Invoice Form Required ☐ Yes ☐ No

Form 4416S (4/70) Printed in U.S.A.

Requested Delivery Date 1-26-71

Contact Tom Dundale

Phone 661-9453

Defense Priority

Customer

Supplies ☒ Attached ☐ Not Required

Tax Exempt ☐ Yes ☒ No ☐ N/A

Certificate Attached ☐ Yes ☐ No ☒ N/A ☐ Previously Submitted

Contract Number 1,0800,000 Group No. 630

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Micro Fiched

Service Agreement

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damages as may be caused by customer's wilful act.

Extend meter credit for defective copies and replace defective supplies without charge as its sole obligations with respect thereto. For offset equipment, no adjustment will be made for defective copies.

Warrant that the Equipment was produced and Reproduction Services shall be rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Save Customer harmless from all loss, damage and liability which may be incurred on account of infringement of U. S. patents relating solely to Equipment and shall, at its own expense, defend all claims, suits and actions against the Customer in which such infringement is alleged, provided Xerox is duly notified of such claims, suits and actions, and provided Xerox' indemnity shall not apply to any infringement arising from the use or sale of Equipment provided hereunder which has been modified by anyone other than Xerox or used in combination with other items not provided hereunder when such infringement would not have occurred from the use or sale of Equipment solely for the purpose for which it was designed.

Further warrant that it complies with the requirements of Title VII of the Civil Rights Act of 1964.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator or machine operator as the case may be, for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month, or as required a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's wilful act.

Permit Xerox to remove equipment upon termination.

Approved as to Form

Dated _____

CHARLES R. MACK

County Counsel of Yolo County

Agreement No. 71-365

Woodland, California

Feb. 8, 1971, 1970

Burnice A. Krull
Grantor

FILED
FEB - 8 1971
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-04 in the form of a Grant Deed, covering the following described property:

Parcel I

A parcel of land being a portion of Lots 41 and 42 of Holland Land Company Subdivision No. 9A, the plat of said Subdivision being filed in Book 3 of Maps at Page 48 in the Office of the Recorder of the County of Yolo, California, said parcel being more fully described as follows:

COMMENCING at the intersection of the centerline of Clarksburg Road with the East line of said Lot 41, as said intersections appears on said Subdivision plat; thence North 16°46'44" West 25.49 feet along the East line of Lot 41 to the North right-of-way line of Clarksburg Road, THE TRUE POINT OF BEGINNING; THENCE along said North right-of-way line the following two (2) courses: (1) South 61°56'40" West 224.34 feet, (2) South 89°53'30" West 385.70 feet to a point of cusp with a tangent curve; thence Northeasterly along said curve, concave to the Northwest, with a radius of 1,550.00 feet, thru a central angle of 22°01'56", an arc length of 596.03 feet to the East line of Lot 41; thence South 16°46'44" East 8.42 feet along said East line to the true point of beginning.

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Containing 0.263 acres.

XEROX COPY

Parcel II

A parcel of land being a portion of Swamp Land Survey No. 557, Yolo County, California, more fully described as follows:

COMMENCING at the Northeast corner of Swamp Land Survey No. 557, as said corner appears of record on the plat of Holland Land Company Subdivision No. 9A filed in Book 3 of Maps at Page 48 in the Office of the Recorder of Yolo County; thence South 24°24'00" East 25.05 feet along the East line of Swamp Land Survey No. 557 to the Southerly right-of-way line of Clarksburg Road, THE TRUE POINT OF BEGINNING; THENCE continuing along said East line South 24°24'00" East 35.06 feet; thence South 61°56'40" West 914.48 feet along a line parallel with and 35.00 feet Southerly of the Southerly right-of-way line of Clarksburg Road to a tangent curve; thence along said curve, concave to the North, with a radius of 1,635.00 feet, thru a central angle of 11°52'36", an arc length of 338.91 feet to the Southerly right-of-way line of Clarksburg Road; thence North 61°56'40" East 1,253.21 feet along said Southerly right-of-way line to the true point of beginning.

Containing 0.917 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

Micro Fiche

II. The County shall:

A. Pay the undersigned grantor the sum of $1,378.00 for the property as conveyed by Grant Deed No. 71-04 (herein described)

within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through escrow numbers 61656 and 61657 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. During construction of this project (known as Clarksburg Road, Work Order No. 4093) and prior to completion, the County will:

1. Remove 9 trees at the North right-of-way line of Clarksburg Road between Engineers Stations 107+00 and 112+00.
2. Place 15" x 44' CMP culvert under County Road 146B 55 feet right of Engineers Station 128+80.
3. Construct gravel driveway apron with necessary roadside culvert (15" Min. I.D.) at the following location.

Engineers Station	Top Width
113+00 Left	16'

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It is mutually understood and agreed that upon completion of the culvert and driveway above mentioned, it shall be considered as an encroachment under permit upon the County Road

and is to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

III. Grantors hereby agree to permit County or its Contractor, to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: Feb. 8, 1971

Bernice A. Knell
Grantor

Recommended for Approval

By Helen Pepper

COUNTY OF YOLO

James Eppinger Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated .....
County Counsel of Yolo County

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NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

AGREEMENT NO. 71- 266

(Endorsed) Filed 3-8-71
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 16th day of February, 1971, by and between EVERARDO LOPEZ, LUCILLE LOPEZ, HOWARD L. LOPEZ and BONNIE A. LOPEZ, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. 30, heretofore established or enlarged by the County by Resolution No. 69-246 filed in the Office of the County Recorder of Yolo County on January 7th, 1970, and recorded in Volume 931 of Official Records at page 429-446), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 69-246, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
Everardo Lopez, Lucille Lopez, Howard L. Lopez and Bonnie A. Lopez
Rt. 1, Box 810
Esparto, Calif. 95627

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COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espigares Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

EVERARDO LOPEZ

LUCILLE LOPEZ

HOWARD L. LOPEZ

BONNIE A. LOPEZ

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 19, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPINOSA, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this FEBRUARY 16, 1971, before me the undersigned County Clerk of the County of Yolo, personally appeared EVERARDO LOPEZ, LUCILLE LOPEZ, HOWARD L. LOPEZ AND BONNIE A. LOPEZ, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 16th day of February, 1971.

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LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

Order Number

Policy Number

S69 847

COPY OF

POLICY OF TITLE INSURANCE

ISSUED BY

WESTERN TITLE INSURANCE COMPANY

ESTABLISHED 1848 — INCORPORATED 1902

WESTERN TITLE INSURANCE COMPANY, a corporation of California, herein called the Company, for a valuable consideration paid for this policy, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or

2. Unmarketability of such title; or

3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as an Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or

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4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in Schedule B or in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority;

all subject, however, to the provisions of Schedules A, B and C and to the Conditions and Stipulations hereto annexed.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

WESTERN TITLE INSURANCE COMPANY

By _____ President

By _____ Secretary

Countersigned:

_____

Vice President

"Exhibit A"

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY FORM — COPYRIGHT 1963

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;

(d) "date": the effective date;

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument; and

(f) "insured": the party or parties herein designated as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successive holder of said indebtedness, each successive holder in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an Insured herein or not.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, the policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.

(c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvements; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.

(d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.

(e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the indebtedness secured by a mortgage covered by this policy or a sale of the estate or interest in said land, or for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or, if an Insured in good faith incurs or contracts to sell, lease, or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or of the Insured shall not, in writing promptly notify the Company of a sale under foreclosure by reason of claimed unmarketability of title, or shall allow the Company to be prejudiced by failure to so notify, then all liability of the Company in regard to the Insured with respect to such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall assume to it the right to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a written statement of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is payable under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness. Such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein, removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the Insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of the mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such action does not result in any loss of priority of the lien of the mortgage.

10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

This policy shall not be valid until countersigned by a Vice President of the Company. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 350 Bush Street, San Francisco, California.

12. The fee specified on the face of this policy is the total fee for title search and examination and for title insurance.

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T.5N., R.1W., W.B.B.&M.

R.S. BK. X DEEDS PG. 506

M.O.S. 3-13

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INDORSEMENT

Attached to Policy No. 569 847

Issued by

WESTERN TITLE INSURANCE COMPANY,

a corporation

The following exclusion from coverage under this policy is added as paragraph 3 (f) of the conditions and stipulations:

"Any 'consumer credit protection', 'truth in lending' or similar law."

This indorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

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WESTERN TITLE INSURANCE COMPANY

By _____
Vice-President

WESTERN TITLE INSURANCE COMPANY
JUNE 1967
CALIFORNIA

CLTA Form 107.8 Standard
(5-7-69)

Policy Number

S69 947

SCHEDULE C

The land referred to in this Policy is described as:

All that real property in the County of Yolo, State of California, described as follows:

BEGINNING at the Northeast corner of the George D. Stephens Tract, formerly the Stephens Agriculture and Livestock Company's Tract in Rancho Canada de Capay, in Township 10 North, Range 1 West, M.D.B.& M., said point being also situate in the South line of the County road along the South boundary of the Woodland Tract, and running thence down and along the East line of the hereinbefore mentioned Stephens Tract, South 10° 35' West, 2987 feet; thence South 78° 02' East, 945.9 feet; thence North 10° 35' East 3001.15 feet up and along a fence line to the point of intersection with the South line of the above mentioned County road; thence North 78° 52' West up and along the South line of said County road, a distance of 945.7 feet to the point of beginning.

EXCEPTING THEREFROM an undivided one-half interest in all oil, gas and/or minerals in and under said lands, as reserved in deed from Bank of America to Joseph Gwerder, dated February 18, 1937, recorded March 8, 1937 in Book 97 of Official Records at page 348.

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CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY FORM
COPYRIGHT 1963

Policy Number

S69 847

5. Deed of Trust, $8,300.00, executed by Joseph Gwerder, also known as Joe Gwerder, and Pauline Gwerder, his wife, to The Federal Land Bank of Berkeley, a corporation, Trustee, and The Federal Land Bank of Berkeley, a corporation, Beneficiary, dated November 1, 1960 and recorded November 3, 1960 in Book 618 of Official Records at page 387.

6. The effect of a Resolution Establishing an Agricultural Preserve, executed by the County of Yolo, dated December 15, 1969, recorded January 7, 1970 in Book 931 of Official Records at page 429. (For agricultural and compatible uses.)
   Covenants, conditions and restrictions contained in the above instrument.

7. Deed of Trust, $32,346.31, executed by Everardo Lopez and Lucille Lopez, his wife; Howard L. Lopez and Bonnie A. Lopez, his wife, to Western Title Guaranty Company, Yolo County Division, a corporation, Trustee, and Pauline Gwerder, Beneficiary, dated June 4, 1970, recorded June 8, 1970, Recorder's File No. 6056.

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Policy Number S69 947 Fee $ 357.00 62006

SCHEDULE A

Amount $ 53,950.00 Effective Date June 8, 1970 at 3:17 O'clock P.m.

NAME OF INSURED

PAULINE GWERDER
and
EVERARDO LOPEZ and LUCILLE LOPEZ, and HOWARD L. LOPEZ and BONNIE A. LOPEZ

1. The estate or interest in the land described or referred to in Schedule C covered by this Policy is:

"a fee"

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

Everardo Lopez and Lucille Lopez, his wife, as Joint Tenants, 1/2 interest; and Howard L. Lopez and Bonnie A. Lopez, his wife, as Joint Tenants, 1/2 interest.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

PART ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

PART TWO

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1. Taxes for the year 1970-71, including possible personal property taxes, now a lien, but not yet due or payable.

2. Right of way for irrigation ditch 50 feet in width, granted by Geo. D. Stephens, et al., to D. Q. Adams, by deed dated October 10, 1882, and recorded September 24, 1883 in Book 35 of Deeds at page 234. (The location of said right of way is not disclosed of record.)

3. Right of way for a single line of poles and rights incidental thereto, (along the West line of the herein described property) granted by Joe Gwerder and Pauline Gwerder, his wife, to Pacific Gas and Electric Company, a corporation, by deed dated August 21, 1939, recorded October 3, 1939 in Book 132 of Official Records at page 211.

4. Covenants, conditions, pertaining to oil, gas and minerals, as contained in deed, Bank of America to Joseph Gwerder, dated February 10, 1937 and recorded March 8, 1937 in Book 97 of Official Records at page 348.

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY FORM
COPYRIGHT 1963

AGREEMENT NO. 71-367

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 16th day of February, 1971, by and between HIROSHI NISHIKAWA, JUNE NISHIKAWA, YUTAKA NISHIKAWA and SAKAYE NISHIKAWA _____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 48, heretofore established or enlarged by the County by Resolution No. 71-25 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-25, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
Hiroshi Nishikawa, June Nishikawa,
Yutaka Nishikawa and Sakaye Nishikawa

P. O. Box 99

Dixon, California 95620

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

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IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espinoza Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Hiroshi Nishikawa

June Nishikawa

Yutaka Nishikawa

Sakaye Nishikawa

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 19, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balzuela Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO) SACRAMENTO

On this DECEMBER 4, 1970, before me the undersigned, County Clerk of the County of Yolo, personally appeared Hiroshi Nishikawa, Iwa Nishikawa, Yutaka Nishikawa and Sakaye Nishikawa, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 4th day of DECEMBER, 1970.

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HENRY TAKETA
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires May 27, 1973

Henry Taketa

LAURENCE P. HENIGAN, COUNTY CLERK
HENRY TAKETA, NOTARY
SACRAMENTO COUNTY, CALIFORNIA

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63011-B Effective Date: November 19, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

Hiroshi Nishikawa and June Nishikawa; Yutaka Nishikawa and Sakaye Nishikawa

Title vests: Hiroshi Nishikawa and June Nishikawa, his wife, as Joint Tenants, an undivided ½ interest; and Yutaka Nishikawa and Sakaye Nishikawa, his wife, as Joint Tenants, an undivided ½ interest

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

Beginning at a point on the South line of the Gordon Grant, which point bears South 79° 33' 17" East, 2254.21 feet from the Southwest corner of said Gordon Grant as shown on that certain map filed for record in Maps and Surveys Book 7, Page 56 of Yolo County Records; thence from said point of beginning, leaving said Grant line North 10° 08' 13" East 5729.36 feet to a point which bears South 10° 08' 13" West 58.58 feet from the center line of Cache Creek as shown on that certain map filed for record in Maps and Surveys Book 8, Page 69 of Yolo County Records; thence North 87° 26' 43" East, 20.50 feet; thence South 10° 08' 13" West, 693.23 feet; thence South 82° 06' 47" East, 535.27 feet to a point on the West line of the Department of Public Work 1955 Survey from the Yolo County line to a 2-3/4 miles North of Madison, Road III-Yol-90-B, thence along the Westerly line of said Road III-Yol-90-B, South 08° 38' 22" East, 337.14 feet to a point that bears 101.00 feet measured at right angles Southwesterly from Engineers Station 50+00 of the "B4" base of said Road III-Yol-90-B; thence continuing along the Westerly line of said Road III-Yol-90-B, South 13° 46' 57" East, 100.40 feet; thence South 08° 38' 22" East, 2926.12 feet; thence South 06° 13' 44" East, 665.96 feet; thence South 01° 40' 33" West, 512.06 feet; South 23° 03' 39" West, 240.93 feet; thence South 65° 00' 00" West, 378.25 feet; thence South 44° 40' 30" West, 244.94 feet; thence North 79° 34' 37" West, 70.00 feet; thence South 81° 00' 44" West, 111.33 feet; thence South 10° 25' 23" West, 51.02 feet to a point in the South line of the Gordon Grant; thence along the said Grant line North 79° 33' 17" West, 1231.43 feet to the point of beginning containing 155.974 acres of land.

TOGETHER with an appurtenant easement for ingress and egress, over a strip of land 60 feet in width lying contiguous to and parallel Westerly at right angles, with the existing West line of the California State Highway, and extending Northwesterly from the intersection if said West line with the Northeasterly corner of the above described property, to a point 60 feet North of the South abutment of the existing bridge over Cache Creek.

EXCEPTING therefrom the following:

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(a) A portion of Parcel No. 2 as shown on that certain Record of Survey entitled "Gordon Grant Township 10 North, Range 1 West", more particularly described as follows:

Addition to Page # 48 "Exhibit A"

63011-D(continued)

Beginning at a point marking the intersection of that course shown in the Decree of Condemnation in favor of the State of California, recorded July 15, 1959, in Book 578, Page 533 of Official Records as "(7) North 10° 25' 23" East 100.00 feet", with the southerly line of Parcel 2, as said southerly line is shown on that certain Record of Survey of a Portion of the Gordon Grant Township 10 North Range 1 West, Chalmers Kaupke Property, filed in Maps and Surveys Book 9, Page 144, Yolo County Records; thence from said point of beginning North 79° 33' 17" West along said southerly line 495.43 feet; thence at right angles thereto North 10° 26' 43" East 547.35 feet; thence South 79° 33' 17" East parallel with said southerly line 1124.68 feet to the westerly line of State of California Highway Route 90; thence along said westerly line of said State Highway the following courses, South 23° 03' 39" West 38.31 feet, South 65° 00' 00" West 378.25 feet, South 44° 30' West 244.94 feet, North 79° 34' 37" West 70.00 feet, South 81° 00' 44" West 111.33 feet, and South 10° 25' 23" West 51.02 feet to the point of beginning.

(b) An undivided 49% of all minerals, mineral interest, oils and natural gas, in, under or on the above described property, or that may be produced therefrom, for a period of twenty (20) years from October 27, 1966, at which time such reservation shall automatically terminate, as reserved in the following:

(a) Deed from Lydia Kaupke, a widow, to Hiroshi Nishikawa, et al., dated October 14, 1966, recorded October 27, 1966, Recorder's File No. 12066.

(b) Executrix Deed from Phyllis Mayfield, as Executrix of the Estate of Neal Chalmers, deceased, to Hiroshi Nishikawa, et al., dated October 26, 1966 recorded October 27, 1966, Recorder's File No. 12065.

PARCEL 2: Beginning at a point that bears South 79° 33' 17" East, 2254.21 feet and North 10° 08' 13" East, 5729.36 feet from the Southwest corner of the Gordon Grant as shown on that certain map filed for record in Maps and Surveys Book 7, Page 56 of Yolo County Records; thence from said point of beginning North 10° 08' 13" East, 58.58 feet to a point in the center line of Cache Creek as shown on that certain map filed for record in Maps and Surveys Book 8, Page 69 of Yolo County Records; thence following said center line of Cache Creek South 49° 17' 51" East, 3.73 feet; thence South 57° 05' 06" East, 18.21 feet; thence leaving said center line of Cache Creek, South 10° 08' 13" West 45.13 feet; thence South 87° 26' 43" West, 20.50 feet to the point of beginning, containing 0.024 acres of land.

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EXCEPTING THEREFROM an undivided 49% of all minerals, mineral interest, oils and natural gas, in, under or on the above described property, or that may be produced therefrom, for a period of twenty (20) years from October 27, 1966, at which time such reservation shall automatically terminate, as reserved in the following:

(a) Deed from Lydia Kaupke, a widow, to Hiroshi Nishikawa, et al., dated October 14, 1966, recorded October 27, 1966, Recorder's File No. 12066.

(b) Deed from Phyllis Mayfield et al., to Hiroshi Nishikawa, et al., dated September 14, 1966, recorded October 27, 1966, Recorder's File No. 12067.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 21-11-27, Code Area 69-019.

NOTE: This Guarantee is limited to the above described property.

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63011-A Effective Date: November 19, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

Hiroshi Nishikawa and June Nishikawa; Yutaka Nishikawa and Sakaye Nishikawa

Title Vests: Hiroshi Nishikawa and June Nishikawa, his wife, as Joint Tenants, an undivided ½ interest; and Yutaka Nishikawa and Sakaye Nishikawa, his wife, as Joint Tenants, an undivided ½ interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

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Beginning at a point on the South line of the Gordon Grant, which point bears South 79° 33' 17" East, 5635.60 feet from the Southwest corner of the Gordon Grant as shown on that certain map filed for record in Maps and Survey Book 7, Page 56 of Yolo County Records, said point of beginning being also South 00° 53' 16" East, 1.43 feet and South 79° 33' 17" East, 1199.45 feet from station 0+00 of the "B4" base line of the Department of Public Works 1955 survey from Solano County line to 2-3/4 miles North of Madison, Road III-Yol-90-B; thence from said point of beginning along said South line of the Gordon Grant South 79° 33' 17" East, 136.65 feet; thence leaving said Grant line North 10° 22' 53" East, 6139.52 feet to a point in the center line of Cache Creek as shown on that certain map filed in Maps and Surveys Book 8, Page 69 of Yolo County Records' thence along the center line of Cache Creek North 89° 01' 24" West, 50.68 feet; thence leaving the center line of Cache Creek, South 10° 22' 53" West, 935.50 feet; thence North 82° 06' 47" West, 2726.85 feet to a point on the East line of State Highway, Road III-Yol-90B; thence along the East line of said State Highway, Road III-Yol-90-B, South 08° 38' 22" East, 277.20 feet to a point that bears 101.00 feet measured at right angles Northeasterly from Engineers Station 50+00 of the said "B4" base line of said Road III-Yol-90-B; thence continuing along the said East line of Road III-Yol-90-B, South 03° 29' 47" East, 100.40 feet; thence South 08° 38' 22" East, 2926.12 feet; thence along a curve to the right with a radius of 8092.00 feet; a central angle of 7° 45' 06", an arc distance of 1094.78 feet, the chord of which bears South 04° 45' 49" East, 1093.96 feet; thence South 00° 53' 16" East, 141.54 feet; thence South 02° 36' 22" East, 696.41 feet; thence South 79° 34' 37" East, 582.92 feet; thence South 67° 29' 04" East, 119.34 feet; thence South 79° 34' 37" East, 400.00 feet; thence South 10° 25' 23" West, 51.86 feet to the point of beginning, containing 229.022 acres of land.

TOGETHER WITH an appurtenant easement for ingress and egress over a strip of land 60 feet in width lying contiguous to and parallel Easterly at right angles, with the existing East line of the California State Highway, and extending Northwesterly from the most Westerly corner of the above described property to a point 60 feet North of the South abutment of the existing bridge over Cache Creek.

Addition to Parcel 448

63011-A(continued)

EXCEPTING THEREFROM: an undivided 40% of all minerals, mineral interest, oils and natural gas, in, under or on the above described property, or that may be produced therefrom, for a period of twenty (20) years from October 27, 1966, at which time such reservation shall automatically terminate, as reserved in the following:

(a) Deed from Lydia Kaupke, a widow, to Hiroshi Nishikawa, et al., dated October 14, 1966, recorded October 27, 1966, Recorder's File No. 12066.

(b) Executrix Deed from Phyllis Mayfield, as Executrix of the Estate of Neal Chalmers, deceased, to Hiroshi Nishikawa, et al., dated October 26, 1966, recorded October 27, 1966, Recorder's File No. 12065.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 21-112-19, Code Area 63-019.

NOTE: This Guarantee is limited to the above described property.

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3-8-71

BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-368

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 16th day of _____, 19___, by and between HIROSHI NISHIKAWA, JUNE NISHIKAWA, YUTAKA NISHIKAWA and SAKAYE NISHIKAWA

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 24, heretofore established or enlarged by the County by Resolution No. 71-25 filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

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WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-25, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
Hiroshi Nishikawa, June Nishikawa,
Yutaka Nishikawa and Sakaye Nishikawa

P. O. Box 99

Dixon, California 95620

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

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IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Engesser Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Hiroshi Nishikawa

June Nishikawa

Yutaka Nishikawa

Sakaye Nishikawa

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 19, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On this DECEMBER 4, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared Hiroshi Nishikawa Juno Nishikawa Yutaka Nishikawa and Sakayo Nishikawa, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 4th day of DECEMBER, 1970.

Henry Taketa
HENRY TAKETA, NOTARY
SACRAMENTO COUNTY, CALIFORNIA

HENRY TAKETA
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires May 27, 1973

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WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63011-C Effective Date: November 19, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

Hiroshi Nishikawa and June Nishikawa; Yutaka Nishikawa and Sakaye Nishikawa

Title Vests: Hiroshi Nishikawa and June Nishikawa, his wife, as Joint Tenants, an undivided ½ interest; and Yutaka Nishikawa and Sakaye Nishikawa, his wife, as Joint Tenants, an undivided ½ interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Beginning at a point on the South line of the Gordon Grant, said point also being the center line of State Highway 16 as shown on Yolo County Highway - Prefix 1 - Section A - 1920, which point bears South 79° 33' 17" East, 5772.25 feet; thence South 79° 34' 35" East, 2006.11 feet; thence South 79° 43' 35" East, 1905.81 feet and South 79° 44' 35" East, 153.78 feet from the Southwest corner of said Gordon Grant; thence from said point of beginning North 02° 53' 15" East 6188.54 feet to a point in the center line of Cache Creek, determined by the average midline between high banks during April 1966; thence following said center line of Cache Creek South 64° 51' East, 54.03 feet; thence leaving said center line of Cache Creek South 02° 53' 15" West, 786.08 feet; thence South 82° 06' 44" East 1209.60 feet; thence South 04° 27' 17" East, 5576.88 feet to a point on the South line of said Gordon Grant; said point also being the center line of State Highway 16 as shown on Yolo County Highway-Prefix 1, Section A-1920; said point also bears North 79° 25' 35" West, 2648.48 feet from Engineers Centerline Station 357+06.64 of said Yolo County Highway-Prefix 1, Section A-1920; thence along the South line of said Gordon Grant and said center line of Yolo County Highway-Prefix 1, Section A-1920, North 79° 25' 35", West 17.31 feet; thence North 79° 44' 35" Wat 643.19 feet; thence leaving said Grant line and center line North 11° 35' 55" East, 309.94 feet; thence North 76° 44' 05" West, 165.02 feet; thence South 11° 35' 55" West, 318.60 feet to a point on the said Grant line and center line of Yolo County Highway-Prefix 1, Section A-1920; thence along said Grant line and center line North 79° 44' 35" West, 1158.60 feet; to the point of beginning containing 200.162 acres of land.

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EXCEPTING THEREFROM an undivided 49% of all minerals, mineral interest, oils and natural gas, in, under or on the above described property, or that may be produced therefrom, for a period of twenty (20) years from October 27, 1966, at which time such reservation shall automatically terminate, as reserved in the following:

(a) Deed from Lydia Kaupke, a widow, to Hiroshi Nishikawa, et al., dated October 14, 1966, recorded October 27, 1966, Recorder's File No. 12066.

(b) Executrix Deed from Phyllis Mayfield, as Executrix of the Estate of Neal Chalmers, deceased, to Hiroshi Nishikawa, et al., dated October 26, 1966 recorded October 27, 1966, Recorder's File No. 12065.

Addition to Exhibit #24 "Exhibit A"

AGREEMENT NO. 71-369

Filed 3-8-71
[illegible] P. HERIC [illegible] Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 16th day of February, 1971, by and between HIROSHI NISHIKAWA, JUNE NISHIKAWA, YUTAKA NISHIKAWA and SAKAYE NISHIKAWA

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. #11 (Cook - Kusel 71-88), heretofore established or enlarged by the County by Resolution No. 71-25 filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-25, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER
Hiroshi Nishikawa, June Nishikawa,
Yutaka Nishikawa and Sakaye Nishikawa

P. O. Box 99

Dixon, California 95620

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

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IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espigarenes Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Hiroshi Nishikawa

June Nishikawa

Yutaka Nishikawa

Sakaye Nishikawa

-2-

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb. 19, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Dalrina Rodgers
DEPUTY

STATE OF CALIFORNIA)
) SACRAMENTO
COUNTY OF ~~YOLO~~)

On this DECEMBER 4, 1970, before me the undersigned, County Clerk of the County of Yolo, personally appeared Yutaka Nishikawa and Sakaye Nishikawa, Hiroshi Nishikawa June Nishikawa, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 4th day of DECEMBER, 1970.

HENRY TAKETA
NOTARY PUBLIC
PRINCIPAL OFFICE IN SACRAMENTO COUNTY
My Commission Expires Nov. 27, 1972

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
HENRY TAKETA, NOTARY
SACRAMENTO COUNTY, CALIFORNIA

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WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63011-D Effective Date: November 19, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

Hiroshi Nishikawa and June Nishikawa; Yutaka Nishikawa and Sakae Nishikawa

Title Vests: Hiroshi Nishikawa and June Nishikawa, his wife, as Joint Tenants, an undivided ½ interest; and Yutaka Nishikawa and Sakae Nishikawa, his wife, as Joint Tenants, an undivided ½ interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

A tract or parcel of land located on the Rancho Canada de Capay and particularly described as follows:

Beginning at the Southeast corner of Lot B of the Subdivision of a Part of the Jury Ranch as filed for record in Book 3, Page 18, Maps, in the office of the County Recorder of Yolo County, California; thence North 10° 17' East 1851.36 feet to the Northeast corner of Lot A of said subdivision of a Part of the Jury Ranch; thence North 10° 17' East, 3,545.15 feet to the Southeast corner of that certain property deeded by Howard H. Willis and Gladys T. Willis to Yolano, Inc., by deed dated April 16, 1959 and recorded in Book 571, page 246 of Official Records of Yolo County, California; thence along the Southerly boundary line of said Yolano, Inc., the following courses: South 72° 35' 49" West 345.21 feet, South 74° 24' 05" West 366.94 feet, South 74° 32' 32" West 197.09 feet, Soth 69° 15' 04" West 210.77 feet, North 73° 20' 45" West 146.93 feet, North 57° 59' 18" West 146.67 feet, North 32° 38' 21" West 364.41 feet, and North 54° 33' 58" West 308.99 feet to a point on the East boundary line of the land of Paul Stephens; thence South 10° 20' 06" West, along said boundary line of Paul Stephens, 5350.64 feet to the Southwest corner of said Lot B of the Subdivision of Part of the Jury Ranch; thence South 79° 43' 21" East 1808.90 feet to the point of beginning and containing 212.366 acres more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 21-050-16, Code Area 63-018.

NOTE: This Guarantee is limited to the above described property.

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Exhibit to Petition #4

CLTA GUARANTEE FORM NO. 13—1968

"Exhibit A"

AGREEMENT NO. 71-320

Recorded Filed 3-8-71
LAWRENCE P. MENIC
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 11th day of February, 19 70, by and between MILDRED MERRITT PARMELEE, BEATRICE MERRITT MURPHY, MARJORIE JEAN VAN TASSEL AND VIRGINIA MERRITT JONES, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

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WHEREAS, said property is located in Agricultural Preserve No. ADDITION TO PRESERVE 33, heretofore established or enlarged by the County by Resolution No. 71-27 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-27, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER MILDRED MERRITT PARMELEE, BEATRICE MERRITT MURPHY, MARJORIE JEAN VAN TASSEL
% VIRGINIA MERRITT JONES VIRGINIA MERRITT

819 Woodland Avenue

Woodland, California 95695

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espiguero Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

Mildred Merritt Parmelee

Beatrice Merritt Murphy

Marjorie Jean Van Tassel

Virginia Merritt Jones

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb 19, 1974, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Bolger
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 19___, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19___.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On this June 12 1970, before me the undersigned Notary Public of the County of Yolo, personally appeared MILDRED MERRITT PARMELEE, BEATRICE MERRITT MURPHY, MARJORIE JEAN VAN TASSEL and VIRGINIA MERRITT JONES, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 12th day of June, 1970

Wanda L Skellchock
NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

GUARANTEE

68 19486

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62165 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

VIRGINIA MERRITT JONES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of June 9, 1970 at 8:00 a.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Kemp Secretary

ADDITION TO PRESERVE 33
CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62165 Effective Date: June 9, 1970 at 8:00 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

Mildred Merritt Parmelee, an undivided 1/4 interest;
Virginia Merritt, an undivided 1/8 interest;
Virginia Merritt Jones, an undivided 1/8 interest;
Beatrice Merritt, an undivided 1/8 interest;
Beatrice Merritt Murphy, an undivided 1/8 interest;
Marjorie Jean Van Tassel, an undivided 1/4 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

That portion of the Northwest Quarter of Section 3, Township 9 North, Range 2 East, which lies East of the center line of the public road, as said road existed on November 30, 1870.

EXCEPTING THEREFROM the North 55.00 feet thereof.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessor's Parcel No. 24-100-27, Code Are 87-085.

NOTE: This Guarantee is limited to the above described property.

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

(Endorsed) Filed 3-8-74
LAURENCE P. MERCHANT, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 74-321

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 16th day of February, 1974, by and between MABEL C. HERMLE

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. NEW PRESERVE 93, heretofore established or enlarged by the County by Resolution No. 74-39 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 72-29, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

MABEL C. HERMLE
c/o RODEGERDTS, MEANS, NORTHUP & ESTEY
P.O. Box 610
Woodland, California 95695

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espinoza Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

X Mabel C. Hermle
(MABEL C. HERMLE)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On Feb 19, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 8, , 19 70, before me the undersigned Notary Public of the County of Yolo, personally appeared _____ MABEL C. HERMLE, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 8th day of July, , 19 70.

Micro Filmed

Wanda L. Skellchock

NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

GUARANTEE

68 20600

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 62154 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MEANS, NORTHUP AND ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of July 2, 1970 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Bennett Secretary

NEL
~~ADDITION TO~~ PRESERVE 73

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 62154 Effective Date: July 2, 1970 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor's Office of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1969, with respect to the name(s) of

Mable C. Hermle

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate in the County of Yolo, State of California, described as follows:

Micro Fiched

PARCEL 1: Those certain lands in the Rancho Rio de Jesus Maria bounded by a line commencing at the Southeast corner of that certain tract of land heretofore conveyed to Anna A. Harper by E. R. Lowe and Lucy L. Lowe, husband and wife, by deed dated October 12, 1882 and running thence South 0° 21' East, 34.80 chains; thence West 49.24 chains to the West line of the tract of land conveyed by Jefferson Wilcoxson and James Faris to the said E. R. Lowe by deed dated May 12, 1875; thence North 10° 15' East 35.37 chains; thence East 42.73 chains to the point of beginning. Also that certain tract of land bounded by a line beginning at a stone on the range line between Sections 19 and 24, Township 10 North, Ranges 1 and 2 East, M. D. B. & M., at a point 1863-2/10 feet North 1° 5' West from the quarter section corner common to said Sections 19 and 24, and running thence South 89° 58' West, 3478 feet to a stone in the West line of a tract of land deeded to E. R. Lowe by James Farris and Jefferson Wilcoxson, record of which conveyance is found on Page 124 of Book "S" of Deeds, thence North 10° 15' East along the West line of lands of E. R. Lowe as defined in the conveyance above referred to 1050-8/10 feet to a stone; thence North 89° 58' East along the South line of lands now owned by W. R. Lowe, 3251-5/10 feet to the center of County Road running Northerly and Southerly, the center being 21-5/10 feet West of the land between Sections 13 and 18, Township 10 North, Ranges 1 and 2 East, M. D. B. & M.; thence Southerly along center of said road to a point due West of the Northwest corner of Section 19, Township 10 North, Range 2 East, M. D. B. & M.; thence East to the Northwest corner of said Section 19; thence South 1° 5' East along the range line to the stone marking the point of beginning, being that certain 240 acre tract of land situate about one mile West and 2 miles North of the City of Woodland, and being bounded on the North by lands now or formerly belonging to G. M. Cobb; on the East by County Road; on the South by Lowelands Farms Subdivision; on the West by County Road;

EXCEPTING THEREFROM that portion thereof conveyed to Marion Horgan and Gladys Horgan, husband and wife, by deed recorded October 8, 1956 in Book 496, page 421, Official Records.

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Order No. 154

NOTE: This Guarantee is limited to the herein described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as: Assessor's Parcels No. 25-330-14 and 25-330-16

Micro Filmed

agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

Agreement No. 71-372

Vallejo, California

February 3, 1971

SYAR AND HARMS INDUSTRIES, INC., Successor by merger to YOLANO, INC., a corporation

Grantors

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-07 in the form of a Grant Deed, covering the following described property:

A 10-foot wide strip of land being a portion of Ranch Canada de Capay, Yolo County, California, more fully described as follows:

BEGINNING at a point in the Easterly right-of-way line of County Road No. 87 being the Southwest corner of that certain parcel of land shown on the Record of Survey entitled A Portion of the J. D. & G. D. Stephens Tract in Rancho Canada de Capay filed in Book 9 of Maps and Surveys at Page 123 Yolo County Records; THENCE South 10°17'00" West 1,378.71 feet along said Easterly right-of-way line; thence South 79°43'00" East 10.00 feet; thence North 10°17'0" East 1,379.53 feet along a line parallel with and 10.00 feet Easterly of said Easterly right-of-way line to the Southerly line of the parcel shown on said Record of Survey; thence North 84°22'59" West 10.03 feet along said Southerly line to the point of beginning.

Containing 0.316 acres.

Micro Fiched

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for

FILED
FEB 22 1971
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $189.60 for the property as conveyed by Grant Deed No. 71-07 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through escrow numbers 61217 and 61218 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

Micro Fiched

C. During construction of this project (Known as County Road No. 87, Work Order No. 4094) and prior to completion, the County will:

1. Relocate existing fence at new right-of-way line, but on grantor's property, between Engineers Stations 0 + 20 and 13 + 80.

D. Grantors hereby agree to permit County or its Contractor, to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in II C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: February 3, 1971

SYAR AND HARMS INDUSTRIES, INC.,
Successor by merger to
YOLANO, INC., a corporation

Grantor

Recommended for Approval,

BY

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 2nd day of February in the year one thousand nine hundred and seventy-one, before me, Gordon L. Goss a Notary Public, State of California, duly commissioned and sworn, personally appeared [illegible] known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Gordon L. Goss
Notary Public, State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (Printed 11-19-67) 8221-0420-1

My Commission Expires Sept 5, 1972

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

AGREEMENT NO. 71-373

Filed 3-8-71
[illegible] P. [illegible] Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 16th day of February, 19 71, by and between Charles Parsons

_____, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

Micro Fiched

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No. 28, heretofore established or enlarged by the County by Resolution No. [illegible]-72 filed in the Office of the County Recorder of Yolo County on _____, 19____, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

XEROX COPY

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 71-32 and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Dr. Charles Parsons
Box 422
Davis, California

Micro Fiched

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Joseph Espigares Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER

X Charles Parsons

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 12, 1971, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Sela E. Burgess DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 30, 1970, before me the undersigned County Clerk of the County of Yolo, personally appeared Charles Parsons, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 30th day of July, 1970.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodrigues DEPUTY

BOOK 970 PAGE 367

GUARANTEE

68 21830

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 63220 Liability $ 125.00 Fee $ 25.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

CHARLES PARSONS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Micro Fiched

Dated as of February 5, 1971 at 12:16 p.m., in the County of Yolo, State of California.

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R. H. Morton President

By John W. Jennings Secretary

CLTA GUARANTEE FACE PAGE—1967

On this day of February in the year one thousand nine hundred and seventy one before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOAN DAWSON known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of JOHN V. DAWSON, Jr. also known as JOHN P. DAWSON, Jr. and acknowledged to me that she subscribed the name of JOHN V. DAWSON, Jr. also known as JOHN P. DAWSON, Jr. thereto as principal and her own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of YOLO the day and year in this certificate first above written.

RICHARD F. GUELZ NOTARY PUBLIC - California PRINCIPAL OFFICE - YOLO COUNTY MY COMMISSION EXPIRES SEPTEMBER 14, 1971

Howard F. Guelz

Notary Public, State of California

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 63220

Effective Date: February 5th, 1971 at 12:16 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of The Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1970, with respect to the name(s) of

CHARLES PARSONS

The following described property vestes in: Charles Parsons, an unmarried man.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

A portion of the Northeast Quarter of Section 22, Township 9 North, Range 2 East, M.D.B.& M., described as follows:

Beginning at a point on the East line of said Section 22 that is distant North 372.00 feet from the Southeast corner of the Northeast Quarter of said Section 22; thence West parallel with the North line of Section 22, a distance of 726.00 feet; thence North along a line parallel with the East line of said Section 22 a distance of 960.00 feet, thence West parallel with the North line of Section 22 a distance of 593.85 feet; thence south along a line parallel with the East line of said Section 22 a distance of 1332 feet to the South line of the Northeast Quarter of said Section 22, thence East along said South line 1111.14 feet to the Southwest corner of property conveyed to Clayton Hawley, by Deed recorded Feb. 21, 1958, in Book 535 of Official Records, at page 205; thence North along the West line of said Hawley property, 208.71 feet to the Northwest corner thereof; thence East along the North line of said Hawley property, 208.71 feet to the East line of said Section 22; thence North along the East line of said Section 22, a distance of 163.29 feet to the point of beginning.

Micro Fiched

NOTE: This guarantee is limited to the above described property. The Yolo County Assessors records shown said property to be assessed as Parcel No. 24-170-49, Code Area 87-085 for the 1970-71 assessment roll.

CLTA GUARANTEE FORM NO. 13-1968

On this day of February in the year one thousand nine hundred and [illegible] before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOAN DAWSON known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of JOHN V. DAWSON, Jr. also known as JOHN P. DAWSON, Jr. and acknowledged to me that she/he subscribed the name of JOHN V. DAWSON, Jr. also known as JOHN P. DAWSON, Jr. thereto as principal, and her own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of YOLO the day and year in this certificate first above written.

HOWARD F. GOELZ Notary Public - California PRINCIPAL OFFICE - YOLO COUNTY MY COMMISSION EXPIRES SEPTEMBER 14, 1971

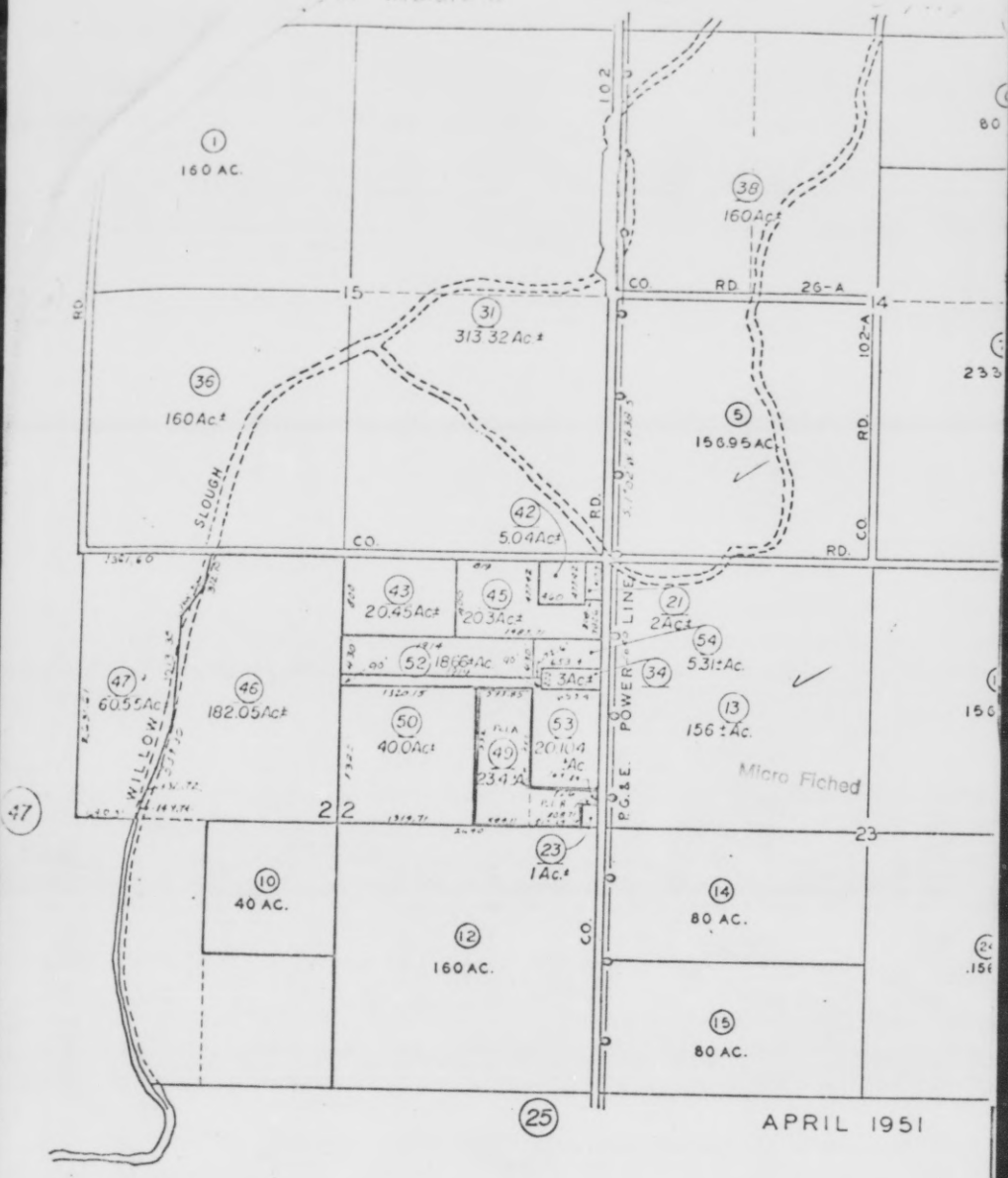
Howard F. Goelz

Notary Public, State of California

Cowdery's Form No. 24—Acknowledgment—Attorney in Fact. (C. C. Sec. 1190)

My Commission Expires

44780



NOTE - Assessor

On this day of February in the year one thousand nine hundred and seventy one before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOAN DAMSON known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of JOHN V. DAMSON, Jr. also known as JOHN F. DAMSON, Jr. and acknowledged to me that she subscribed the name of JOHN V. DAMSON, Jr. also known as JOHN F. DAMSON, Jr. thereto as principal, and her own name as attorney in fact.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of YOLO the day and year in this certificate first above written.

HOWARD F. GOELZ
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
My Commission Expires SEPTEMBER 16, 1972

Howard F. Goelz
Notary Public, State of California.

48759

RECORDING REQUESTED BY

WESTERN TITLE GUARANTY COMPANY

AND WHEN RECORDED MAIL TO

NAME Charles Parsons
ADDRESS P.O. Box 422
CITY & STATE Davis, CA 95616

Title Order No. 63085-7-D Escrow No.

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL RECORDED
February 5, 1971
Book Fee File # 1417
WESTERN TITLE GUARANTY CO.
YOLO COUNTY DIVISION
BY Bingen Carmen
ESCROW OFFICER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

NAME Same as above
ADDRESS
CITY & STATE

Transfer Tax paid on prior deed.

Individual Grant Deed

WESTERN TITLE FORM NO. 104

FOR VALUE RECEIVED, DONALD M. MILLER and JUANITA W. MILLER, his wife, and JOHN V. DAWSON, Jr., also known as JOHN F. DAWSON, Jr., and JOAN DAWSON, his wife,

GRANT to CHARLES PARSONS, an unmarried man,

all that real property situate in the un-incorporated area of the

County of YOLO , State of California, described as follows:

See Exhibit "A", attached hereto and made a part hereof.

Micro Filmed

Dated February 3rd, 1971

Donald M. Miller

Juanita W. Miller

also known as John F. Dawson Jr.

John V. Dawson, Jr. also known as John F. Dawson, Jr. by John V. Dawson Jr. as his attorney in fact

Joan Dawson

STATE OF CALIFORNIA

County of YOLO } ss.

On Feb. 4th, 1971, before me, the undersigned, a Notary Public, in and for said State, personally appeared DONALD M. MILLER, JUANITA W. MILLER and JOAN DAWSON known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Howard F. Goelz
Notary Public

FOR NOTARY SEAL OR STAMP

HOWARD F. GOELZ
Notary Public - California
PRINCIPAL OFFICE - YOLO COUNTY
My Commission Expires September 18, 1974

FEB 5 10 31 AM '71

"Exhibit A"

Beginning at a point on the East line of said Section 22 that is distant North 372.0 feet from the Southeast corner of the Northeast Quarter of said Section 22; thence West parallel with the North line of Section 22, a distance of 726.00 feet: thence North along a line parallel with the East line of said Section 22 a distance of 960.00 feet, thence West parallel with the North line of Section 22 a distance of 593.85 feet; thence south along a line parallel with the East line of said Section 22 a distance of 1332 feet to the South line of the Northeast Quarter of said Section 22, thence East along said South line 1111.14, feet to the Southwest corner of property conveyed to Clayton Hawley, by Deed recorded Feb. 21, 1958, in Book 535 of Official Records, at page 205; thence North along the West line of said Hawley property, 208.71 feet to the Northwest corner thereof; thence East along the North line of said Hawley property, 208.71 feet to the East line of said Section 22; thence North along the East line of said Section 22, a distance of 163.29 feet to the point of beginning.

Excepting therefrom, all that portion thereof conveyed by deed from Donald M. Miller, etal, to Charles Parsons, an unmarried man, by deed dated March 12, 1969, recorded April 14, 1969, in Book 908 of Official Records, at page 216.

RESERVING UNTO THE GRANTORS, their heirs successors, and assigns, a right of way for ingress and egress over the South 20 feet of the South East Quarter of the Northeast Quarter of Section 22, Township 9 North Range 2 East, M. D. B. & M.

Grantors hereby declare, and Grantee, by acceptance of this Deed, hereby acknowledges, that this conveyance is made subject to the restrictions set forth in Lot Split Application No. 51 attached to that certain Deed executed by Donald M. Miller, et. al, to Charles Parsons, an unmarried man, dated March 12, 1969, recorded April 14, 1969, in Book 908 of Official Records, at page 216, to wit:

That portion of the land conveyed hereby, containing 18.159 acres, and designated "Parcel A" in the Lot Split Application, is RESTRICTED, for the benefit of "Parcel B" and for the benefit of the easement, appurtenant to "ParcelB", owned by the County of Yolo for County Road purposes, in that

Said "Parcel A", consisting of 18.159 acres, may not and shall not be put to any residential use or uses, by Grantors, Grantee, of the heirs, assigns or successors in interest of either, until such time as said property is included in a residential zone district by amendment to Yolo County Ordinance.

This restriction is imposed in furtherance of the public health, safety and convenience, and Grantors and Grantee agree, for themselves, their heirs, assigns and successors in interest, to be bound by its terms.

COMPARED

Micro Fiched

BOOK 970 PAGE 372

71

FILED
MAR - 1 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS

AGREEMENT NO. 71-324

(Agreement Amending Land Use Contract)

THIS AGREEMENT Amending Land Use Contract dated this 16th day of February, 1971, by and between ROBERT F. BORCHARD, also known as Robert Borchard, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER and COUNTY heretofore entered into a Land Use Contract, Yolo County Agreement No. 71-88, which Land Use Contract was filed for record in the Office of the County Recorder of the County of Yolo on January 18, 1971, and recorded in Volume 964 of Official Records, at Page 280; and

WHEREAS, the parties hereto intended to include only certain real property within the scope of said Land Use Contract but through inadvertence the description of property set forth in Exhibit "A" attached thereto included additional property; and

Micro Fiched

WHEREAS, the parties hereto desire to correct said error,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Exhibit "A" attached to said Land Use Contract is hereby amended to read as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

2. In all other respects, the terms of said Land Use Contract are hereby ratified and confirmed.

IN WITNESS WHEREOF, OWNER and COUNTY have executed this Agreement Amending Land Use Contract the day and year first above written.

(SEAL)

COUNTY OF YOLO

BY Joseph Baigues Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER -

Robert F. Borchard

ROBERT F. BORCHARD, also known as
ROBERT BORCHARD

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 22, 19 71, before me, the undersigned, County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR. _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this February 22, 19 71 before me the undersigned County Clerk of the County of Yolo, personally appeared _____ ROBERT F. BORCHARD _____, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 22nd day of February, 19 71.

Micro Filmed

_____
LAURENCE P. HENIGAN, COUNTY CLERK

WANDA L. SKELLCHOCK
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 3, 1973

EXHIBIT "A"

AGRICULTURAL PRESERVE 20:

Property Owner: Robert F. Borchard

Assessor's Parcel: 30-200-01

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Southwest Quarter of Section 20, Township 8 North, Range 1 West, M. D. B. & M., EXCEPTING THEREFROM a strip of land 25 rods wide off the North side of the Southwest Quarter conveyed by Fred W. Wilson and Margaret Wilson, to B. P. Chadwick, dated February 21, 1919, recorded February 6, 1920, in Book 93 of Deeds, at page 103.

Micro Fiched

RECEIVED
MAR 23 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
MAR 23 1971
LAURENCE P. HENIGAN, Clerk
By Kate E. Bucca Deputy

AGREEMENT NO. 71-375

AMENDMENT TO AGREEMENT OF AUGUST 31, 1970 BY THE COUNTY OF YOLO AND THE STATE BOARD OF EQUALIZATION

The agreement of August 31, 1970, for auditing assistance to the County of Yolo by the STATE BOARD OF EQUALIZATION provides that the work to be done by the State Board of Equalization will not exceed the sum of $7,000 in the aggregate. It is the desire of the County of Yolo that additional funds in the amount of $1,000 be expended to complete the auditing assistance and the County of Yolo represents that such additional funds in the amount of $1,000 have been made available for such purpose.

It is hereby agreed that the amount of $7,000 set forth in the August 31, 1970, agreement be increased to the sum of $8,000 and the agreement is amended accordingly.

All other terms and conditions of the August 31, 1970, agreement are to be unchanged.

By execution of this amendment to the agreement of August 31, 1970, the County certifies that funds for payment of services rendered under this contract are available.

Micro Fiched

COUNTY OF YOLO
Address P.O. Box 1094
Woodland, Calif. 95695

By Josiah Cowperthwait Jr
County Assessor CHAIRMAN
BOARD OF SUPERVISORS, COUNTY
OF YOLO, STATE OF CALIFORNIA.

Approved as to Form
Dated
County Counsel of Yolo County

STATE BOARD OF EQUALIZATION
1020 N Street
Sacramento, California 95814

By W W Bell
Acting Executive Secretary

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

W W Bell
Acting Executive Secretary

Speediset @ Moore Business Forms, Inc.

0731

AGREEMENT NO. 71-376

M1916(2-64)

PUBLIC TELEPHONE SERVICE AGREEMENT

Davis Branch Yolo County Library (hereinafter referred to as "Applicant") and THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY (hereinafter referred to as "Company") agree as follows:

FILED
MAR - 1 1971
LAURENCE P. HENIGAN, Clerk
By: Patti E. Jones
Deputy

1. Applicant grants Company permission to install and maintain a
   - [x] Public Telephone
   - [ ] Public Telephone and Company Booth
   - [ ] Public Telephone and Shelf or Mounting
   - [ ] Public Telephone in Applicant Provided Enclosure

on Applicant's premises at 315 - EAST 14th ST. (DAVIS)
Said Public Telephone shall remain the property of Company, and may be removed by it at any time.
Company shall install where necessary a concrete base or mounting post, bumper post and necessary electrical connections, and upon completion of their installation, title thereto shall vest in Applicant.

2. Applicant shall:
   (a) Furnish, at its expense, uninterrupted 110 volt electrical current whenever lights, fans, lighted signs or similar items are used with the Public Telephone installation;
   (b) Keep the Public Telephone and the adjacent premises clean;
   (c) Promote use of the Public Telephone by providing the public access to it and by providing change for its use; and
   (d) Report immediately to Company any damage to or failure of the Public Telephone, and any dangerous or improper condition connected with the Public Telephone.

3. Applicant shall not use the Public Telephone in the conduct of its business nor use the telephone number in its advertising. No advertisement or attachment of any type not authorized by Company shall be used in connection with the Public Telephone.

4. Company shall pay 15% of all monies exclusive of tax collected by Company from the said Public Telephone to applicant.

5. Either Company or Applicant may terminate this agreement at any time. Company shall have the right to remove the Public Telephone and terminate this agreement in any of the following events:
   (a) The use of the Public Telephone is in Company's opinion not sufficient to warrant its continued maintenance;
   (b) Repeated acts of vandalism or larceny occur; or
   (c) Applicant fails to comply with all the terms and conditions of this agreement.

Micro Fiched

6. Company shall not be held liable for interruption of service from any cause.

7. Applicant warrants that he has the authority to enter into this agreement with Company.

Dated: 1-26-71

Approved as to Form
Date: _____
County Counsel of Yolo County

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

By R. E. Fore

Davis Branch Yolo County Library

By Dwight Espigarero Jr

(SEAL)

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, State of Calif.

PORT OF SACRAMENTO

SACRAMENTO-YOLO PORT DISTRICT
P. O. BOX 815 • WEST SACRAMENTO,
CALIFORNIA 95691 • PHONE (916) 371-8000

File: 5220.4

AGREEMENT NO. 71-377

February 24, 1971

FILED
MAR - 1 1971
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

Sheriff James W. Cameron
Yolo County Sheriff's Office
P. O. Box 179
Woodland, California 95695

XEROX COPY

Dear Sheriff Cameron:

This letter will set forth our understandings concerning the relationship between your office and the Port on official matters. This letter is intended as a guide in the policy area.

1. CLEARANCE OF PERSONNEL. All members of the Port's Security Force will be subjected to a routine pre-employment police clearance procedure before being hired for full-time or part-time employment. Your office will provide the clearance procedure.

2. DEPUTIZATION. You will designate each member of the Port's Security Force as a Yolo County Deputy Sheriff.

3. MUTUAL AID. Recognizing the limited size of the Port Security Force, you will limit your calls upon our personnel for aid to your own forces. You, however, will be entitled to call upon them in connection with your normal activities (i.e., less than major upheaval) as required. Such calls will be directed to our ranking man on duty, who will dispatch the man or men in the Port police vehicle.

Micro Fiched

4. COMMUNICATIONS. Present port communications equipment is capable of two-way communications with your office through the Harbor Boulevard gate station. Our police vehicle will be equipped to have this capability.

5. PERSONNEL RESPONSIBILITY. Port security personnel will be carried on port payroll and covered by normal fringe benefit coverage. If and when called upon by your office for service off of port property, Yolo County will assume complete responsibility for liability to third parties (including costs and attorneys fees), salary,

Commissioners: CURZON KAY, Chairman • G. W. O'BRIEN • MELVIN SHORE, Port Director and Chief Engineer
MIKE R. ELORDUY, Vice-Chairman • RICHARD E. CROW
IVORY J. RODDA, Secretary • JOHN F. DOWNEY, Chief Counsel

fringe benefits, repair of equipment or personal clothing of personnel if damaged while answering, at, or returning from the emergency incident. The Port will bill Yolo County for expenses for these items, if in excess of $25.00 per incident.

6. TRAINING. Recognizing the need to have Security Officers properly trained, the men will be made available, on Port paid time, for participation in your training program. All men will receive your in-service training program. Participation in training will be required and will be accomplished on a schedule to be worked out by our respective personnel. The men will be supplied by the Port with the necessary ammunition for training purposes.

7. LAW ENFORCEMENT RESPONSIBILITY. It is recognized that you have total law enforcement responsibility in the County. To facilitate operations within the fenced port terminal area, you have agreed that the Port Security Force will assume responsibility in connection with misdemeanors up to and including arrest. Further you have agreed to transport those arrested on misdemeanor charges to jail and perform the booking.

   In connection with felonies you will retain full responsibility. However, you will have the assistance of our force in the area of detection, surveilance, etc. Likewise, our force will cooperate with other state and federal agencies in their sphere of concern.

8. DEMONSTRATIONS. In the event of demonstrations at the Port, your office will be notified immediately. Our force will remain responsible for the fenced area and will exclude demonstrators therefrom, at our option. Under these conditions your men will remain responsible for control of demonstrators outside of the fenced area. Should you require the use of our manpower outside of the fenced area, it will be arranged through the normal liaison. Should incursion

Micro Fiched

of the demonstrators into the fenced area occur to the point that the matter is out of control, you will assume direct command of our personnel. Under these conditions each organization will remain responsible for payroll, fringe benefits, etc., of their respective men.

Demonstrations at the World Trade Center will be treated in a like manner. Demonstrations on port property except for the fenced terminal area and the World Trade Center will remain your exclusinve concern. Should you call upon our personnel for assistance in connection with problems on other port property, we will continue to be responsible for payroll, fringe benefits, etc., of our personnel.

9. EQUIPMENT. The Port Security Force personnel will be equipped at port expense. As equipment is added, it will be comparable to that used to equip your force. Our men will continue to be uniformed in distinctive port uniforms. When on patrol and at each gate station the men will be armed with mace which will be checked out to the man at the beginning of his shift and checked in at the end of his shift.

10. PATROL. Port Security Force patrol will be limited to the fenced terminal area and the World Trade Center. They will exceed this area of patrol only when there is reasonable suspicion of problems elsewhere on Port owned property.

Micro Fiched

11. LIAISON. For your reference, the chain-of-command within this office flows from the Port Commission to the undersigned to the Operations Manager (Thomas F. Connolly) to the Security Captain (Gordon Bartell).

12. CANCELLATION. Either party hereto may cancel this understanding on thirty days written notice to the other.

If the above policies are set forth as you feel we have agreed, will you please endorse the duplicate copy and return to me. I would like

to take this opportunity to express to you the appreciation of the Port Commission and myself for the spirit of cooperation you have shown in arranging these policies. I am sure that it will aid in fostering a smooth working relationship.

Sincerely,

Melvin Shore
Port Director

AGREED:

James W. Cameron, Sheriff

3-1-71
Date

County of Yolo, a political subdivision of the State of California

by Joseph Espigares Jr
Joseph Espigares, Chairman
Board of Supervisors

Approved as to Form
Date
County Counsel of Yolo County

ATTEST:
LAURENCE P. HENIGAN, Clerk
Lawrence P. Hennigan, Clerk
By Pete E. Brass DEPUTY
(Seal)

MS/mmg

Micro Fiched

Agreement No. 71-378

Woodland, California

March 8, 1971

The heirs, devisees and legatees of W. Fulton Stephens, deceased,
Grantors

FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-10 in the form of a Grant Deed, covering the following described property:

A ten-foot wide strip of land being a portion of Parcel 1, as Parcel 1 is shown on the Record of Survey entitled, A Portion of Rancho Canada de Capay, filed in Book 10 of Maps and Surveys at Page 49 in the Office of the Recorder of the County of Yolo, California, more fully described as follows:

COMMENCING at the Southeast corner of Parcel 1, thence South 85°06'08" West 31.08 feet to the Westerly right-of-way line of County Road No. 87, THE TRUE POINT OF BEGINNING; THENCE North 10°17'00" East 773.51 feet along said Westerly right-of-way line; thence North 79°43'00" West 10.00 feet; thence South 10°17'00" West 776.22 feet along a line parallel with and 10.00 feet West of said Westerly right-of-way line of County Road No. 87 to the Southerly line of said Parcel No. 1; thence North 85°06'08" East 10.36 feet along said Southerly line to the true point of beginning

Containing 0.178 acres.

Micro Fiched

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $142.40 for the property as conveyed by Grant Deed No. 71-10 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 61216 with Western Title Guaranty Company of Woodland. Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore., and attorneys' fees in the sum of $50.00 payable to RODEGERDTS, MEANS, NORTHUP & ESTEY.

C. During construction of this project (known as County Road No. 87, Work Order No. 4094) and prior to completion, the County will:

1. Relocate existing fence at new right-of-way line, but on grantor's property, between Engineers Stations 11+55 and 19+31and install new 32" field fence with two top barbed wire strands plus such new posts as may be necessary.
2. Construct gravel driveway aprons at the following locations:

Engineers Station	Top Width
18 + 75	40'

It is mutually understood and agreed that upon completion of the driveway above mentioned, it shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

III. Grantors hereby agree to permit County or its Contractor, to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in II C above. PROVIDED that County agrees to reimburse Grantors for all damages caused by such entry.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Fiched

Dated: March 8, 1971

X Anna B. Stephens
Anna B. Stephens, also known as Anna Birch Stephens, Executrix of the Will of William Fulton Stephens, deceased.
Grantor

Recommended for Approval

By _____

COUNTY OF YOLO

_____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to form
Dated March 8, 1971
_____
County Counsel of Yolo County

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Agreement No. 71-379

Woodland, , California

March 8 , 1971

Hiroshi Tabata, a single man, a 1/3 interest;
Shigeru Tabata, a single man, a 1/3 interest;
and Yukio Tabata, a single man, a 1/3 interest
Grantors

FILED
MAR - 8 1971
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-06 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Lot 19 of the Holland Land Company Subdivision No. 6, the plot of said Subdivision being filed in Book 3 of Maps at Page 44 in the Office of the Recorder of the County of Yolo, California, said parcel being more fully described as follows:

COMMENCING at the intersection of the centerlines of Clarksburg Road and Tule Road as said intersection appears on said Subdivision plat; thence North 89°59'00" West 25.00 feet along said centerline of Clarksburg Road; thence South 25.00 feet to the intersection of the South right-of-way line of said Clarksburg Road with the West right-of-way line of said Tule Road, THE TRUE POINT OF BEGINNING; THENCE South 35.00 feet along said West right-of-way line; thence North 89°59'00" West 1,381.75 feet along a line parallel with and 35.00 feet South of said South right-of-way line of Clarksburg Road to a tangent curve; thence along said curve, concave to the North, with a radius of 2,550.00 feet; through a central angle of 07°10'36", an arc length of 319.40 feet to the West line of said Lot 19; thence North 36°25'35" East 152.07 feet along said West line to the South right-of-way line of Clarksburg Road; thence Easterly along said South right-of-way line the following two (2) courses: (1) South 55°30'00" East 189.65 feet, (2) South 89°59'00" East 1,453.73 feet to the true point of beginning.

Micro Fiched

Containing 1.618 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $1,779.80 for the property as conveyed by Grant Deed No. 71-06 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 60157 with Western Title Guaranty Company of Woodland.

Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

C. In the event construction of this project commences prior to grantors removal of crops within the limits of the property described herein, the County will pay $295.00 in addition to that amount shown in Paragraph II A as damages to crops planted and not harvested by grantors.

Said payment will be made to grantors within 30 days of removal of said crops by County or its Contractor.

D. During construction of this project (known as Clarksburg Road Work Order No. 4093) and prior to completion, the County will construct dirveway aprons with necessary roadside culverts (15" Min. I.D.) at the following locations:

Engineers Station	Type	Top Width
64+75 Right	Gravel	16'

It is mutually understood and agreed that upon completion of the driveways and culverts above mentioned, they shall be considered as encroachments under permit upon the County Road and are to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Hiroshi Tabata

Yukio Tabata

Shojiro Tabata

Grantor

Dated: March 8, 1971

OFFICIAL SEAL
DUDLEY T. MORRIS JR.
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
MONTEREY COUNTY
My Commission Expires July 30, 1973

Recommended for Approval,

By

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched

Approved as to Form
Dated March 8, 1971

County Counsel of Yolo County

FILED
APR 2 6 1971
LAURENCE P. HENGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 71-380

L E A S E

THIS LEASE is made this 15th day of March, 1971, by and between SACRAMENTO-YOLO PORT DISTRICT, herein designated "Lessor", and the COUNTY OF YOLO, herein designated "Lessee".

Lessor hereby leases to Lessee and Lessee hereby hires and takes from Lessor all that certain real property situated in the County of Yolo, State of California, and more particularly described as follows:

All that parcel of land lying and being in the County of Yolo, State of California, and being bounded by the following described lines or extensions thereof:

1. On the North by a line parallel to and 225 feet southerly of the center-line of the Sacramento River Deep Water Ship Channel Barge Canal; said line presently marked by a chain-link fence.

2. On the East by the southerly extension of the easternmost extremity of the William G. Stone Navigation Lock structure; said line presently marked by a chain-link fence.

3. On the South by the northerly boundary of the right-of-way for the Yolo County road known as South River Road.

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4. On the West by the easterly boundary of the right-of-way for the Sacramento Northern Railway.

Containing 5.6 acres of land, more or less.

Said leasing and hiring are made upon the following terms and conditions:

1. The term of this lease shall be a period of ten (10) years, commencing March 1, 1971 and terminating February 28, 1981.

XEROX COPY

2. Lessee shall use said premises solely and only for park and recreation purposes and Lessee shall be allowed to make any improvements on said premises as it deems necessary to carry out such purposes.

3. The rental for said premises shall be $1.00 per year.

4. Lessee shall not permit any liens or encumbrances of any character to attach to the property or any part thereof, and Lessee shall save Lessor free and harmless from all claims and demands of every kind which may be asserted by any person for any act or omission of Lessee or any person acting on its behalf, or arising in any way out of the condition of the property hereby leased.

5. Lessee shall maintain in full force and effect at all times during the term of this lease at its own expense a public liability and property damage insurance policy issued by a reputable insurance company acceptable to Lessor protecting the interest of Lessor, Lessee, its agents and employees, and any others using said premises with respect to their liability for personal injuries, including death, to third persons and damage to or loss of property of third persons resulting from any act or omission of Lessee, its agents, employees, or others. Said public liability insurance shall be in an amount of not less than $250,000 for one person injured in one accident and not less than $1,000,000 for more than one person injured in one accident; and said property damage insurance shall be in an amount of not less than $500,000 for any one accident. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of the foregoing policy prior to the exercise of any of the rights and privileges granted by this lease, and said insurance policy

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shall provide that it shall not be cancelled nor reduced in amount of coverage until after 30 days' written notice of cancellation or reduction in coverage shall have been mailed to Lessor.

6. Lessee shall not assign this lease or any interest therein, nor sublease any part of the premises, without the written consent of the Lessor, and neither this lease nor any interest therein shall be assignable or transferable in proceedings by or against Lessee.

7. Lessor and its agents and representatives shall have the right to enter upon the property at any time or place for the purpose of inspection thereof.

8. Upon the termination of this lease, Lessee shall, at its sole cost and expense, remove all facilities or improvements installed by it and leave said premises in a clean and orderly condition within ninety (90) days from the date of termination. If said facilities or improvements are not removed within said period, Lessor may remove the same and the cost incurred in so doing shall be paid by Lessee.

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9. All agreements, promises and terms herein contained on the part of Lessee to be kept and performed are conditions as well as covenants, and in the event Lessee shall fail, neglect or refuse to keep or perform any of the same, Lessor, in addition to the remedies in this lease or otherwise provided by law, may at its option terminate this lease and enter upon the premises without notice to Lessee and exclude Lessee and all persons therefrom, and take and resume possession of the premises.

10. Any taxes or assessments which may become due on the leased premises, or on any personal property located on the premises, shall be paid by Lessee.

11. If any action or suit be brought by Lessor for the breach of, or to restrain the breach of, any of the provisions herein contained, or for recovery of the premises and/or forfeiture of the lease, and if Lessor prevails in such suit, Lessee shall pay to Lessor such attorney's fees as the court shall determine to be reasonable.

12. The waiver by Lessor of any breach of any of the provisions herein contained on the part of Lessee to be kept and performed shall not be construed as a waiver of any breach thereof subsequently arising or to be a waiver of the breach of any other of said provisions.

13. Subject to the limitation of assignment set forth above, this lease shall bind and inure to the benefit of the assigns and successors in interest of Lessee.

14. Time is of the essence of this lease.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be subscribed by the officers thereunto duly authorized the day and year first above written.

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SACRAMENTO-YOLO PORT DISTRICT

By _____
Chairman of the Commission

By _____
Secretary of the Commission

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

To:

Auditor
County Counsel
Health
California Council on Criminal Justice
Mental Health Services-c/o Mr. Walker

BOARD OF SUPERVISORS
Yolo County, California

Date: March 22, 1971
Entry No. 22

File:
HEALTH-Drug and Alcohol Abuse Program.

SEE:
AGREEMENT BOOK NO. 15

SEE:
RESOLUTION BOOK NO. 9

RESOLUTION NO.71-44, AUTHORIZING APPLICATION FOR GRANT FOR COMBINED METHADONE MAINTENANCE, METHADONE WITHDRAWAL AND METHADONE PHARMACOLOGY RESEARCH PROJECT; AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SUBMIT THE ATTACHED APPLICATION FOR GRANT FOR LAW ENFORCEMENT PURPOSES TO THE CALIFORNIA COUNCIL ON CRIMINAL JUSTICE FOR ITS CONSIDERATION; AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT WHEN PRESENTED, TO BE IDENTIFIED AS AGREEMENT NO. 71-381, FOR THE GRANT FOR LAW ENFORCEMENT PURPOSES AND SETS OUT CERTAIN CONDITIONS TO BE FOLLOWED, WAS PASSED AND ADOPTED. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN SAID RESOLUTION.

Upon motion of Supervisor Edmonds, seconded by Supervisor Bell, and duly carried, the above Resolution and Agreement were passed and adopted by the following vote:

Ayes: Edmonds, Bell, Duncan, Stephens, Espigares.

Noes: None.

Absent: None.

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XEROX
COPY

ORIGINAL

APPROVED AS TO FORM BY GENERAL COUNSEL.
AUGUST 18, 1950

C.S.7362

7913

STREET OR HIGHWAY EASEMENT

FILED

This Indenture, made this 21 day of May, 19 71, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within ~~one (1) year~~ two (2) years from the date first herein written.

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5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within ~~one (1) year~~ two (2) years from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 17, inclusive, on the attached Insert are hereby made parts of this indenture.

XEROX COPY

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By _____
(Title) _____

Attest: _____
Assistant Secretary

CSS 1M 9-70

General Attorney

Description Approved:

Divn. Engineer

APPROVED AS TO CORPORATE UNDER
FOR VALUATION ENGINEER

Recommend:

Superintendent

APPROVED
Assistant Engineer

COUNTERSIGNED
VICE PRESIDENT AND EX-OFFICIO AUDITOR
By (251)

RECEIVED
SEP 2 2 1970
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

Approved as to Form
Dated
County Counsel
of Yolo County

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VOL. 982 PAGE 80
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
JUN 29 1971
At 15 Min. Past 9 o'clock A M
YOLO COUNTY, CALIFORNIA
Recorder
NO CHG.

BOOK 982 PAGE 81

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 30th day of March in the year one thousand nine hundred and 71

before me, ..., a Notary Public in and for the

County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared Joseph Espigares, Jr., Chairman, Board of Supervisors, County of Yolo, State of California and Laurence P. Henigan, Clerk of the Board of Supervisors

known to me to be the person$ whose name$ $ subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of the day and year in this certificate first above written.

Notary Public in and for the County of

My Commission Expires State of California

OFFICIAL SEAL
AUDREY J. LUNT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 29, 1973

382 PAGE 82

Micro Fiched

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 28th day of May in the year One Thousand Nine Hundred and Seventy One

before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally (65 Market St.) appeared R. L. KING & C. L. EAGEN

known to me to be the GENERAL MANAGER & ASST. SECRETARY

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and The y acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Notary Public in and for the City and County of San Francisco, State of California

JOHN E. JURGENS
NOTARY PUBLIC CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires June 13, 1973

My Commission Expires June 13, 1973

INSERT

County Road 18
Crossing No. AE-88.7
Yolo, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to perform the following work:

a. prepare its tracks, including necessary change of running rail and install timber planking along the rails of the tracks through said highway;

b. alter, raise and/or relocate Railroad's overhead signal and communication wires, poles guy wires and appurtenances as necessary to provide proper clearance for said highway;

c. install two (2) flashing light grade crossing signals supplemented with additional flashing light units mounted on cantilever arms and augmented with automatic gate arms, together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals" at said highway. Said signals shall be located approximately as indicated on the attached print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards; and,

Micro Fiched

d. concurrent with opening of said highway, remove existing grade crossing of County Road 18, together with existing protective devices.

14. The work to be performed hereunder is undertaken as a part of a Federal Aid Project, and Railroad under separate arrangement with State of California, Highway Department, is to be reimbursed for all expenses incurred by Railroad in connection therewith; except, however, that Railroad shall contribute ten per cent (10%) of the cost of signal installation and removal of existing protective devices. The reimbursement to Railroad by State of California for expense incurred by Railroad hereunder shall be subject to the provisions of the United States, Department of Commerce, Bureau of Public Roads, Policy and Procedure Memorandum No. 30-3 and any supplements thereto.

15. After installation of said signals has been completed, Railroad shall physically maintain them as long as they remain in place. The cost of maintaining said signals shall be apportioned equally between the parties hereto and Grantee's liability therefor shall be limited to such funds as are set aside for allocation to the California Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said Section shall be governed by any applicable decisions of the California Public Utilities Commission.

16. Grantee agrees to take all necessary action to abandon and close to public use, that portion of the existing County Road 18, crossing the property of Railroad as indicated on said print. Grantee hereby quitclaims unto Railroad all the rights, title and interest of Grantee in and to the following described real property:

Those certain pieces or parcels of land situate, lying and being in the County of Yolo, State of California, described as follows:

BOOK 952 PAGE 83

Parcel No. 1

Beginning at the intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the line between Sections 7 and 18, Township 10 North, Range 2 East, Mount Diablo Meridian, said intersection being South 88° 21' East, 667.5 feet from the northwest corner of said Section 18; thence North 39° 36' West along said line of right of way, 33.25 feet to a point 35.00 feet northerly at right angles from the line between said Sections 7 and 18; thence South 88° 21' East parallel with the line between said Sections 7 and 18 a distance of 133.0 feet to the northeasterly line of said right of way; thence South 39° 36' East along said line of right of way, 33.25 feet to the line between said Sections 7 and 18; thence North 88° 21' West thereon, 133.0 feet to the point of beginning containing 0.076 of an acre, more or less.

PARCEL No. 2.

Beginning at the intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the line between Sections 7 and 18, Township 10 North, Range 2 East, Mount Diablo Meridian, said intersection being South 88° 21' East, 667.5 feet from the northwest corner of said Section 18; thence South 39° 36' East along said line of right of way, 33.25 feet to a point 35.00 feet southerly at right angles from the line between said Sections 7 and 18; thence South 88° 21' East parallel with the line between said Sections 7 and 18 a distance of 133.0 feet to the northeasterly line of said right of way; thence North 39° 36' West along said line of right of way, 33.25 feet to the line between said Sections 7 and 18; thence North 88° 21' West thereon, 133.00 feet to the point of beginning, containing 0.076 of an acre, more or less.

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17. The work to be performed by Railroad hereunder shall be Railroad hereunder shall be commenced as soon as labor and materials are available following execution of this indenture, and shall be completed within one (1) year thereafter.

BOOK 982 PAGE 84

EXHIBIT "A"

County Road 13
Crossing No. AE-03.7

A portion of the 100-foot wide strip of land in the Northwest 1/4 of Section 13, T.10N., R.2E., M.D.B.&M., described in the deed to The Northern Railway Company recorded August 13, 1875 in Book "S" of Deeds at page 410, Records of Yolo County. Said portion being all that part thereof described as follows:

Beginning on the Southwesterly line of said strip at a point that is S. 39° 37' 15" E. 480.93 feet from its intersection with the North line of said Section 13, said point also being 644.03 feet Northeasterly, measured radially from the base line at Engineer's Station "B1" 880+47.99 of the Department of Public Works' Survey on Road 03-Yol-5 P.M. 6.7/11.1; thence from said point of beginning, along said Southwesterly line S. 39° 37' 15" E. 125.14 feet; thence leaving said Southwesterly line N. 37° 16' 51" E. 102.07 feet to the Northeasterly line of said strip; thence along said Northeasterly line, N. 39° 37' 15" W. 113.63 feet; thence leaving said Northeasterly line, S. 40° 50' 18" W. 101.41 feet to the point of beginning; containing 0.28 acres, more or less.

The above-described real property is shown on the print of Railroad's Sacramento Division Drawing C-2038, revised January 30, 1970, attached and made a part hereof.

Micro Filmed

RECEIVED
SEP 22
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

Micro Fiched

APPROVED AS TO FORM BY GENERAL COUNSEL
AUGUST 16, 1950

C.S.7362

7913

STREET OR HIGHWAY EASEMENT

FILED

This Indenture, made this 21 day of May, 1971, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation of the State of Delaware, herein called "Railroad," and COUNTY OF YOLO, a political subdivision of the State of California, herein called "Grantee";

Witnesseth:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the real property described on the attached Exhibit "A."

2. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface of the highway as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

3. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future, railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said highway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

4. The rights herein granted shall lapse and become void if the construction or reconstruction of said highway is not commenced within ~~one (1) year~~ two (2) years from the date first herein written.

Micro Fiched

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property, except as necessary for maintenance of said highway.

6. Grantee shall obtain any necessary governmental authority to construct, reconstruct, maintain and use said highway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

7. Except as herein otherwise provided, Grantee shall bear the entire expense of constructing, reconstructing and maintaining said highway. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the surface of that portion of said highway between lines two (2) feet outside the rails of each track located thereon. Should Railroad abandon tracks leading to said highway, Railroad may abandon its rails, ties and appurtenant materials and leave the same in place. In such event, Railroad shall not be liable for maintenance of the portion of said highway specified above.

8. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the construction or reconstruction of said highway commenced within ~~one (1) year~~ two (2) years from the date first herein written.

9. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. Should Railroad remove or abandon in place all of its facilities at said location and Railroad no longer desires to retain interest in said property, Grantee shall be required to purchase Railroad's interest in said property at the then fair market value.

11. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is understood and agreed that Sections 13 to 17, inclusive, on the attached Insert are hereby made parts of this indenture.

XEROX COPY

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first herein written.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Attest: _____
Clerk, Board of Supervisors

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By _____
(Title) _____

Attest: _____
Assistant Secretary

092 MAY 25

Description Approved:

Divn. Engineer

Recommend:

Superintendent

APPROVED AS TO CONFORMATE UNDER

FOR VALUATION ENGINEER

APPROVED

COUNTERSIGNED

VICE PRESIDENT AUDITOR

By (251)

RECEIVED

SEP

Yolo County

DEPT.

OF PUBLIC WORKS

Approved as to Form

Dated

County Counsel

of Yolo County

Micro Fiched

VOL. 982 PAGE 80

OFFICIAL RECORDS

RECORDED AT REQUEST OF

COUNTY of YOLO

JUN 29 1971

At 15 Min. Past 9 O'clock A M

YOLO COUNTY, CALIFORNIA

Recorder

NO. CHG.

BOOK 982 PAGE 81

STATE OF CALIFORNIA,
County of Yolo } ss.

On this 30th day of March in the year one thousand nine hundred and 71
before me, _____, a Notary Public in and for the
County of Yolo, State of California, residing therein,
duly commissioned and sworn, personally appeared Joseph Espigares, Jr., Chairman, Board of Supervisors, County of Yolo, State of California and Laurence P. Henigan, Clerk of the Board of Supervisors
known to me to be the person S whose name S subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of _____ the day and year in this certificate first above written.

OFFICIAL SEAL
AUDREY J. LUNT
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 29, 1973

Notary Public in and for the County of _____ State of California.
My Commission Expires _____

352 PAGE 82

Micro Fiched

STATE OF CALIFORNIA
City and County of San Francisco } ss.

On this 28th day of May in the year One Thousand Nine Hundred and Seventy One
before me, John E. Jurgens, a Notary Public in and for the City and County of San Francisco, State of California, personally
(65 Market St.) appeared R. L. KING & E. L. EACON

known to me to be the GENERAL MANAGER & ASST. SECRETARY

of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and The Y acknowledged to me that such corporation executed the same.

JOHN E. JURGENS
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL PLACE OF BUSINESS IN
CITY AND COUNTY OF
SAN FRANCISCO
My Commission Expires June 13, 1973

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires June 13, 1973

INSERT

County Road 18
Crossing No. AE-88.7
Yolo, California

13. Railroad shall furnish all necessary labor, materials, tools and equipment to perform the following work:

a. prepare its tracks, including necessary change of running rail and install timber planking along the rails of the tracks through said highway;

b. alter, raise and/or relocate Railroad's overhead signal and communication wires, poles guy wires and appurtenances as necessary to provide proper clearance for said highway;

c. install two (2) flashing light grade crossing signals supplemented with additional flashing light units mounted on cantilever arms and augmented with automatic gate arms, together with necessary actuating and operating circuits and adequate instrument housing, hereinafter collectively referred to as "signals" at said highway. Said signals shall be located approximately as indicated on the attached print. Installation of and all materials for said signals shall be in accordance with Railroad's usual standards; and,

Micro Fiched

d. concurrent with opening of said highway, remove existing grade crossing of County Road 18, together with existing protective devices.

14. The work to be performed hereunder is undertaken as a part of a Federal Aid Project, and Railroad under separate arrangement with State of California, Highway Department, is to be reimbursed for all expenses incurred by Railroad in connection therewith; except, however, that Railroad shall contribute ten per cent (10%) of the cost of signal installation and removal of existing protective devices. The reimbursement to Railroad by State of California for expense incurred by Railroad hereunder shall be subject to the provisions of the United States, Department of Commerce, Bureau of Public Roads, Policy and Procedure Memorandum No. 30-3 and any supplements thereto.

15. After installation of said signals has been completed, Railroad shall physically maintain them as long as they remain in place. The cost of maintaining said signals shall be apportioned equally between the parties hereto and Grantee's liability therefor shall be limited to such funds as are set aside for allocation to the California Public Utilities Commission pursuant to Section 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said Section shall be governed by any applicable decisions of the California Public Utilities Commission.

16. Grantee agrees to take all necessary action to abandon and close to public use, that portion of the existing County Road 18, crossing the property of Railroad as indicated on said print. Grantee hereby quitclaims unto Railroad all the rights, title and interest of Grantee in and to the following described real property:

Those certain pieces or parcels of land situate, lying and being in the County of Yolo, State of California, described as follows:

BOOK 352 PAGE 83

Parcel No. 1

Beginning at the intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the line between Sections 7 and 18, Township 10 North, Range 2 East, Mount Diablo Meridian, said intersection being South 83° 21' East, 667.5 feet from the northwest corner of said Section 18; thence North 39° 36' West along said line of right of way, 33.25 feet to a point 25.00 feet northerly at right angles from the line between said Sections 7 and 18; thence South 83° 21' East parallel with the line between said Sections 7 and 18 a distance of 133.0 feet to the northeasterly line of said right of way; thence South 39° 36' East along said line of right of way, 33.25 feet to the line between said Sections 7 and 18; thence North 83° 21' West thereon, 133.0 feet to the point of beginning containing 0.076 of an acre, more or less.

PARCEL No. 2.

Beginning at the intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the line between Sections 7 and 18, Township 10 North, Range 2 East, Mount Diablo Meridian, said intersection being South 83° 21' East, 667.5 feet from the northwest corner of said Section 18; thence South 39° 36' East along said line of right of way, 33.25 feet to a point 25.00 feet southerly at right angles from the line between said Sections 7 and 18; thence South 83° 21' East parallel with the line between said Sections 7 and 18 a distance of 133.0 feet to the northeasterly line of said right of way; thence North 39° 36' West along said line of right of way, 33.25 feet to the line between said Sections 7 and 18; thence North 83° 21' West thereon, 133.00 feet to the point of beginning, containing 0.076 of an acre, more or less.

Micro Fiched

17. The work to be performed by Railroad hereunder shall be Railroad hereunder shall be commenced as soon as labor and materials are available following execution of this indenture, and shall be completed within one (1) year thereafter.

BOOK 982 PAGE 84

EXHIBIT "A"

County Road 13
Crossing No. AE-93.7

A portion of the 100-foot wide strip of land in the Northwest 1/4 of Section 18, T.10N., R.2E., M.D.B.&M., described in the deed to The Northern Railway Company recorded August 19, 1875 in Book "S" of Deeds at page 410, Records of Yolo County. Said portion being all that part thereof described as follows:

Beginning on the Southwesterly line of said strip at a point that is S. 39° 37' 15" E. 430.93 feet from its intersection with the North line of said Section 18, said point also being 644.92 feet Northeasterly, measured radially from the base line at Engineer's Station "B1" 880+67.00 of the Department of Public Works' Survey on Road 03-Yol-5 P.M. 6.7/11.1; thence from said point of beginning, along said Southwesterly line S. 39° 37' 15" E. 129.14 feet; thence leaving said Southwesterly line N. 37° 16' 51" E. 102.87 feet to the Northeasterly line of said strip; thence along said Northeasterly line, N. 39° 37' 15" W. 118.63 feet; thence leaving said Northeasterly line, S. 40° 50' 18" W. 101.41 feet to the point of beginning; containing 0.28 acres, more or less.

The above-described real property is shown on the print of Railroad's Sacramento Division Drawing C-2020, revised January 30, 1970, attached and made a part hereof.

Micro Filmed
BOOK 082 PAGE 85

RECEIVED
SEP 22
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

Micro Fiched

FILED
APR - 5 1971
LAURENCE P. HENIGAN, Clerk
By PETE P. LUCAS
Deputy

AGREEMENT NO. 71- 383

(Drug Counsellor Agreement)

THIS AGREEMENT made and entered into this 5th day of April, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and MARY LIL LEE, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY has established in this County an Alcohol and Other Drug Abuse Control Program and has charged the County Health Officer with the responsibility of initiation and administration of the program as a portion of the County Mental Health Program and has obtained the services of a coordinator to provide coordination of services in the initiation and administration of the program.

Micro Fiched

2. COUNTY has established as a part of the Alcohol and Other Drug Abuse Control Program the Davis Community Drug Counselling Program, which receives referrals from the entire County.
3. CONTRACTOR has obtained a Masters Degree of Art in Rehabilitation Counselling and a Masters Degree in Social Work, and is experienced in the field of counselling.
4. COUNTY desires to obtain and CONTRACTOR desires to provide counselling and related services in connection with the Davis Community Drug Counselling Program.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement CONTRACTOR agrees to provide to COUNTY the following counselling and related services for at least twenty (20) hours per week to assist the Health Officer and the Coordinator of Alcohol and Other Drug Abuse Control Program as required in the provision

of services as a part of the Davis Community Drug Counselling Program:

A. To provide individual and group drug abuse treatment counselling to patients of the Davis Community Drug Program, including

1) Interviewing patients and their families; and

2) Making home visits.

B. To assist the Coordinator of Alcohol and Other Drug Abuse Control Program in evaluating and assigning referrals to the program.

C. To assist the Coordinator of the Alcohol and Other Drug Abuse Control Program in developing group sessions, including

1) Working with interns and structering groups; and

2) Participating in review of the group process.

Micro Fiched

D. To provide counselling services in cooperation with school, police, probation, and public health personnel.

E. To provide consultation to para-professionals involved in the program.

2. In accordance with the terms and conditions of this agreement, COUNTY agrees as follows:

A. To pay CONTRACTOR for services rendered pursuant to this agreement at the monthly rate of $500.

B. To reimburse CONTRACTOR in the sum of ten cents (10¢) per mile for the first 300 miles each month, and in the sum of eight cents (8¢) per mile for each mile thereafter for travel pursuant to this agreement and to reimburse CONTRACTOR for lodging and meals, registration fees, parking fees, fares and bridge tolls incurred in services rendered pursuant to this agreement.

3. IT IS MUTUALLY AGREED that:

A. The term of this agreement shall commence on April 5th,

1971, and shall terminate on July 30th, 1971.

B. In the performance of the work, duties and obligations devolving upon her under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor practicing her profession of counsellor. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform her work and function except that CONTRACTOR does by this agreement agree to perform her work and functions at all times in strict accordance with currently approved methods and practice in her profession and that the sole interest of COUNTY is to assure that said work and function shall be performed and rendered in a competent, efficient and satisfactory manner.

C. No alteration or variation of the terms of this agreement shall be valid unless made in writing and executed by the parties hereto.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Joseph E. Garaventa Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

CONTRACTOR -

Mary Lil Lee
MARY LIL LEE

FILED
APR - 5 1971
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

AGREEMENT NO. 71- 384

(Agreement Amending Drug Counsellor Agreement)

THIS AGREEMENT made and entered into this 5th day of April, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and HIRAM ELLIOTT, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. The County of Yolo entered into Agreement No. 71-362 dated February 8th, 1971, with HIRAM ELLIOTT to provide counselling and related services in connection with the Davis Community Drug Counselling Program.

Micro Fiched

2. COUNTY desires to amend said Agreement No. 71-362 to obtain, and CONTRACTOR desires to provide, counselling and related services for forty (40) hours per week from April 5th, 1971 to and including July 30th, 1971.

AGREEMENTS:

1. COUNTY agrees to pay CONTRACTOR for services rendered pursuant to this agreement at the monthly rate of ONE THOUSAND and No/100 DOLLARS ($1,000.00).
2. In all other respects, the terms and conditions of Agreement No. 71-362 shall remain in force and effect.

IT IS MUTUALLY AGREED that the term of this agreement shall commence on April 5th, 1971 and shall terminate on July 30th, 1971.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Joseph Sciuto Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

_____
HIRAM ELLIOTT

Micro Fiched

RECORDED DOCUMENT

FILED

APR 19 1971

LAURENCE P. HENIGAN, Clerk

By Patricia Colgers Deputy

RECORDED AT REQUEST OF COUNTY of YOLO APR 19 1971 At 10 Min. Past 8 o'clock A M YOLO COUNTY, CALIFORNIA

Deputy Recorder

NO CHG.

AGREEMENT NO. 71- 385

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 23 day of March, 1971, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and CHARLES W. DUNGAN and MARY M. DUNGAN, husband and wife, as joint tenants, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY and Orville H. Gerdes and L. Lucille Gerdes entered into a Land Use Agreement, Yolo County Agreement No. 69-283 which was recorded in the Office of the County Recorder of the County of Yolo in Book 933 of Official Records at Page 663.

Micro Fiched

2. SUCCESSOR is the successor in interest of said Land Use Agreement designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Agreement so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Agreement No. 69-283.

2. All notices to be given to the OWNER under said Land Use Agreement shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as follows:

------- Charles & Mary Dungan

------- P.O. Box 6

------- Dunnigan, Calif

BK 971 PG 238

SUCCESSOR:

Charles W. Dungan

Mary M. Dungan

P. O. Box 8

Dunnigan, California 95937

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY DEPUTY

(SEAL)

Micro Fiched

SUCCESSOR -

CHARLES W. DUNGAN

MARY M. DUNGAN

BOOK 974 PAGE 237

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On April 5, 1971, before me, the undersigned County Clerk of the County of Yolo, personally appeared JOSEPH ESPIGARES, JR., known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN,
LAURENCE P. HENIGAN, COUNTY CLERK

By _____ Deputy

Micro Filmed

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 1971, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____, 1971.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

BOOK 974 PAGE 235

STATE OF CALIFORNIA)
)
COUNTY OF ~~XXXX~~)
Alameda

On this 23rd day of March, 1971, before me the undersigned a Notary Public in and for the said county and state, personally appeared Charles W. Dungan and Mary M. Dungan, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 23rd day of March, 1971.

OFFICIAL SEAL
PATRICIA B. JURIMA
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Jun.10,1973

Patricia B. Jurima
NOTARY PUBLIC

My Commission Expires: June 10, 1973

Micro Fiched

BOOK 974 PAGE 239

4353

FILED

APR 30 1971

LAURENCE P. HENIGAN, Clerk

By Peter E. Lucas Deputy

AGREEMENT NO. 71-386

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of April, 19 71, by and between

Ben Barrow Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Micro Fiched

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

A Domestic Water Well at the Proposed Yolo County Animal Shelter

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Domestic Water Well at the proposed Yolo County Animal Shelter

(Plan Index No. None) (WO # 1550)

Approved March 1971 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

Micro Fiched

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:
Dated: April 30, 1971
(County Counsel

COUNTY OF YOLO
By Joseph Espegaard Jr.
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk
By Pete E. Lucas, Deputy

By _____
Contractor

FILED
APR 19 1971
LAURENCE P. HENIGAN, Clerk
By PETE E. [illegible]
Deputy

AGREEMENT NO. 71-387

This Agreement made this 9 day of April, 1971, by and between the COUNTY OF YOLO, STATE OF CALIFORNIA, herein designated the County and RECLAMATION DISTRICT NO. 108, a California Reclamation District, herein designated the District,

WITNESSETH:

RECITALS:

(a) A portion of the County's County Road 108 extends from Jacobs Point to its intersection with County Road 98 B; such portion is located on the levee crown of the District's back levee.

(b) A slip in the levee resulting in partial failure of Road 108 has occurred at a point between approximately 500 feet and 1,000 feet east of the intersection of Road 108 and 98 B.

(c) The County and District have agreed that road and levee restoration be accomplished in conformity with the provisions of this Agreement.

Micro Fiched

It is therefore understood and agreed as follows:

1. District agrees forthwith to commence and with reasonable diligence complete the work of replacing the slipped out levee section to its original grade and section, less approximately 15 inches comprising the thickness of the roadway pavement and its subbase. The District equipment to be used for such work shall consist of its 3/4 yard Northwest dragline,

its D 4 dozer and its Homelite water pump and the appurtenances incidental to such equipment. The District work shall be limited to earth work only and shall be performed by its own work force and without warranty as to its adequacy or permanence.

2. Immediately upon completion of the District's work, the County shall restore the roadway in conformity with such standards for the work as it may adopt. During the periods required for both the District and County work, the installation and maintenance of barriers completely blocking vehicular travel on the affected road section shall be the responsibility of the County and without liability on the District for any failure in respect thereto.

IN WITNESS WHEREOF the County and District have hereunto subscribed their names for the representatives thereto duly authorized the day and year first above written.

Micro Fiched

COUNTY OF YOLO

By _____

RECLAMATION DISTRICT NO. 108

By _____
President

And by _____
Secretary

Approved as to Form
Date _____
County Counsel of Yolo County

McNAUGHTON BOOK SERVICE
A Division of Bro-Dart Inc.
PROCESSED BOOKS FOR PUBLIC AND RECREATIONAL LIBRARIES
FIRST CLASS MAIL TO P.O. BOX 914 PARCELS TO 1609 MEMORIAL AVE
PHONE 717-326-2461
WILLIAMSPORT, PA. 17701

AGREEMENT NO. 71-388

FILED
MAY - 3 1971
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rogers Deputy

November 19, 1970

Yolo County Library
535 Court Street
Woodland, California 95695

For: Winters Branch Library
(100-10)
Clarksburg Branch Library
(100-10)

Dear Librarian:

This letter, in duplicate, contains our proposal to set up within your library a collection of current fiction and popular non-fiction. If it is approved, please sign and return for our files the copy attached.

(1) We propose to install in the library a collection of 200 books hereinafter called the Permanent Inventory. These books shall be chosen by the librarian, but shall be confined strictly to the fields of current fiction and popular non-fiction published within one year of the date of this agreement.

(2) Sustaining shipments, to average 20 books per month* over the year, shall be sent so as to reach the library (in continental U. S. A.) on or before publication date. It is understood between the contracting parties that these shipments will be subject to some variation in monthly quantity because of fluctuations in book publishing, and that the yearly rather than the monthly average shall govern.

(3) All books shipped shall be protected by Plasti-Kleer book jacket covers, numbered, dated, indexed, identified by jacket inserts as coming from the library, and shipped by book post prepaid.

Micro Filmed

Indexing shall be done by copy number, author, and title on BRO-DART book card No. 23-102 and on BRO-DART pocket No. 23-262. Cards shall be inserted in pockets, and pockets attached by us to first flyleaf of each book. For all titles appearing on the monthly lists prepared by McNaughton Book Service, headed catalog card sets are provided, if desired.

* Except for the months of July and December when new books will total 50% of the usual quantity.

XEROX COPY

Inserts identifying the books as coming from the library shall read:

This Book Is From The

AS SPECIFIED

(4) The librarian shall have the privilege of refusing to circulate any book sent, or of requesting books which he thinks would do well in the library, provided only that these requests do not grossly exceed the contractual obligations given in Sections 1 and 2 above, and that the titles requested be within our field of current fiction and popular non-fiction. The librarian's requests will be honored, and, if in excess of quota, will be deducted from the next month's supply.

(5) After the library has received a total number of volumes equal to the quantity shown in paragraph (1) one, plus 10%, there shall be withdrawn EACH MONTH a sufficient quantity to maintain withdrawals for a certain definite time each month and see that the schedule is maintained.

Books withdrawn may either be returned to us by UNINSURED BOOK POST ONLY or purchased by the library at a discount of 75% from list price.

Refunds by us for postage charges incurred in the return of books will be made promptly on receipt of notification of amount due the library. Postal charges may not be deducted from the regular checks.

Since the strict observance of the provisions of this Section is of prime importance, exceptional activity of the books shall not be used as a reason for altering the time or varying the number of withdrawals; but such exceptional activity may be the basis, by mutual consent, for altering the numbers of volumes covered by this agreement.

Micro Fiched

(6) Payment for this service shall be at the rate of $.....86.00.....* per month - check in this amount to be mailed by the fifteenth of each month, starting with the month following receipt of initial shipment.

....20..... New Books Each Average Month	..$86.00...
	....4.30...*
TOTAL MONTHLY PAYMENT	$...90.30...

*(Applicable Federal, State and/or Local Taxes will be added).

APPENDIX

Library	Plan	Amount
Winters Branch Library Winters, California	100-10	$43.00
Clarksburg Branch Library Clarksburg, California	100-10	$43.00
TAX		4.30
TOTAL		$90.30

Micro Fiched

(7) McNaughton Books shall be treated as if they were the property of the library. McNaughton agrees to abide by the library's policies in reference to books lost in the course of normal circulation. Any charges made for lost or damaged books shall be remitted to McNaughton to the extent of 25% of the list price of the book and it will be removed from inventory. If however, a replacement copy is needed by the library, then 60% of the list price will be remitted and the book will remain in inventory.

(8) The collection shall be kept by the library for a minimum period of one year from date of installation. Thereafter, this agreement shall continue indefinitely, with the provision that it may be terminated at any time by either party giving the other party sixty days written notice of its intent, and the further provision that changes in inventory and rate of turnover may be made by the librarian at any time by giving thirty days written notice in advance to McNaughton Book Service.

(9) If this agreement be terminated for any reason the library agrees to return to McNaughton Book Service all books covered by this agreement which have not been transferred to the library by purchase.

FOR BRO-DART, INC.

.....

FOR ... YOLO COUNTY LIBRARY

...

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved ... MAY 3 ..., 19.71.

(SEAL)

Micro Fiched

Approved as to Form
Date 5-3-71
County Counsel
of Yolo County

FILED

MAY 18 1971

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 71-389

AGREEMENT TO PURCHASE TAX DEEDED LAND

THIS AGREEMENT, made on the 3rd day of May, 1971, by and between the Board of Supervisors of the County of Yolo, State of California, and the City of Woodland, pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

W I T N E S S E T H:

WHEREAS, the real property situated within the City of Woodland, County of Yolo, State of California, hereinafter set forth in Exhibit "A", attached to and made a part hereof, has been deeded to the State of California for the non-payment of delinquent taxes; and

WHEREAS, the same parcels of property have also been sold for taxes for two or more years, or have been deeded for delinquent taxes and/or assessments to the State of California;

NOW, THEREFORE, it is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid by the City of Woodland.

Micro Fiched

2. That the Board of Supervisors of the County of Yolo agrees to sell to said City of Woodland and said City of Woodland agrees to purchase from said County the parcel of property hereinafter set out in Exhibit "A", attached hereto and made a part hereof, which shall not have been redeemed as provided in the Revenue and Taxation Code, upon payment by said City of Woodland to the Tax Collector of said County the sum set forth in said exhibit after the description of the property and designated "Purchase Price", within 30 days after this agreement becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused their respective named to be hereunto subscribed and their respective seals to be hereto affixed by their respective officers thereunto duly authorized.

ATTEST:

LAWRENCE P. HENIGAN, CLERK

By _____ Deputy

MAY - 3 1971

ATTEST:

_____

BOARD OF SUPERVISORS OF THE COUNTY OF YOLO, STATE OF CALIFORNIA

BY _____ Chairman

MAY - 3 1971

CITY OF WOODLAND

BY _____

Pursuant to Section 3775 of the Revenue and Taxation Code, the governing body of the City of Woodland hereby agrees to the selling price as provided in the above agreement.

ATTEST:

_____ City Clerk

BY _____ Deputy

CITY OF WOODLAND

BY _____ Vice Mayor

This agreement was submitted to me before execution by the Board of Supervisors, and I have compared the same with the records of the County of Yolo, relating to the real property described therein.

Micro Fiched

Approved as to Form

Dated 7-31-69

Charles R. Mack

County Counsel

of Yolo County

By R. R. Parker, Deputy

_____ County Tax Collector

APPROVED this 12th day of May, 1971

HOUSTON I. FLOURNOY, STATE CONTROLLER

By _____

Chief, Division of Local Government Fiscal Affairs

COUNTY OF YOLO

JOHN L. DAHLER
Treasurer-Tax Collector
P.O. Box 1007
Woodland, California

May 5, 1971

EXHIBIT-A

To Whom It May Concern:

Estimated taxes for the tax year 1970-71 on Parcel 6-061-24, previously Parcel 6-060-24 are $48.51.

This was computed by using the last assessed value of $400 which was multiplied by the tax rate of $10.735. This figure includes penalties and cost.

John L. Dahler
JOHN L. DAHLER
Treasurer-Tax Collector

EXHIBIT -A

Micro Fiched

CODE 3-000

COUNTY OF YOLO

Estimate of Amount Required to Redeem Property

SALE NO. 1790

SCHOOL DIST Wil

ASSESSED TO: George A. Collins et al

VALUATION YEAR OF SALE

ABSTRACT VOL. PAGE DESCRIPTION 6-06-24

								TOTAL
YEAR TAX LEVIED	1969							
DELINQUENT INSTALLMENT								
CODE AREA	3-008							
GENERAL TAXES	$ 40 06	$	$	$	$	$	$	$ 18966
TOTAL TAXES	40 06							18966
DEL. PENALTY	2 40							11 20
COSTS	3 00							24 00
SOLD TO STATE FOR	45 46							XXXXXX XX
REDEMPTION PENALTY	12 74							57 53
TOTAL	50 12							28279

NOTICE -- RETURN THIS ESTIMATE WHEN YOU REDEEM

Interest computed to June 19, 1971

Estimate void after that date

STATE REDEMPTION FEE	150
REDEMPTION AMOUNT	$ 284 29
Release of Lien	2,00
	$ 286.29

Make out Check or Money Order Payable to and Mail to YOLO COUNTY Tax Collector

WOODLAND, CALIFORNIA

Micro Fiched

Now 3-003 Deeded- If paid add $2.00 for release of lien 6-06-24

CODE 3-00

COUNTY OF YOLO

Estimate of Amount Required to Redeem Property

SALE NO. 1790

SCHOOL DIST. Wdl ASSESSED TO George A. Collins, Raymond A. Collins, et al

VALUATION YEAR OF SALE 250 ABSTRACT VOL. PAGE DESCRIPTION 6-06-24

YEAR TAX LEVIED	1962	1963	1964	1965	1966	1967	1968	TOTAL
DELINQUENT INSTALLMENT								
(CODE AREA)	3-00	3-000	3-000	3-000	3-003	3-003	3-003	
GENERAL TAXES	$ 16 64	$ 16 34	$ 23 54	$ 21 72	$ 23 66	$ 23 12	$ 24 58	$
TOTAL TAXES	16 64	16 34	23 54	21 72	23 66	23 12	24 58	
DEL. PENALTY	98	98	1 40	1 30	1 40	1 38	1 46	
COSTS	3 00	3 00	3 00	3 00	3 00	3 00	3 00	
SOLD TO STATE FOR	20 62	20 32	27 94	26 02	28 06	27 50	29 04	XXXXXX XX
REDEMPTION PENALTY	5 41	4 81	4 24	3 61	3 01	2 41	1 81	
TOTAL	20 62	20 32	27 94	26 02	28 06	27 50	29 04	

NOTICE – RETURN THIS ESTIMATE WHEN YOU REDEEM

Interest computed to ..... 19.....

Estimate void after that date

STATE REDEMPTION FEE	
REDEMPTION AMOUNT	$

Add $2.00 for release of lien

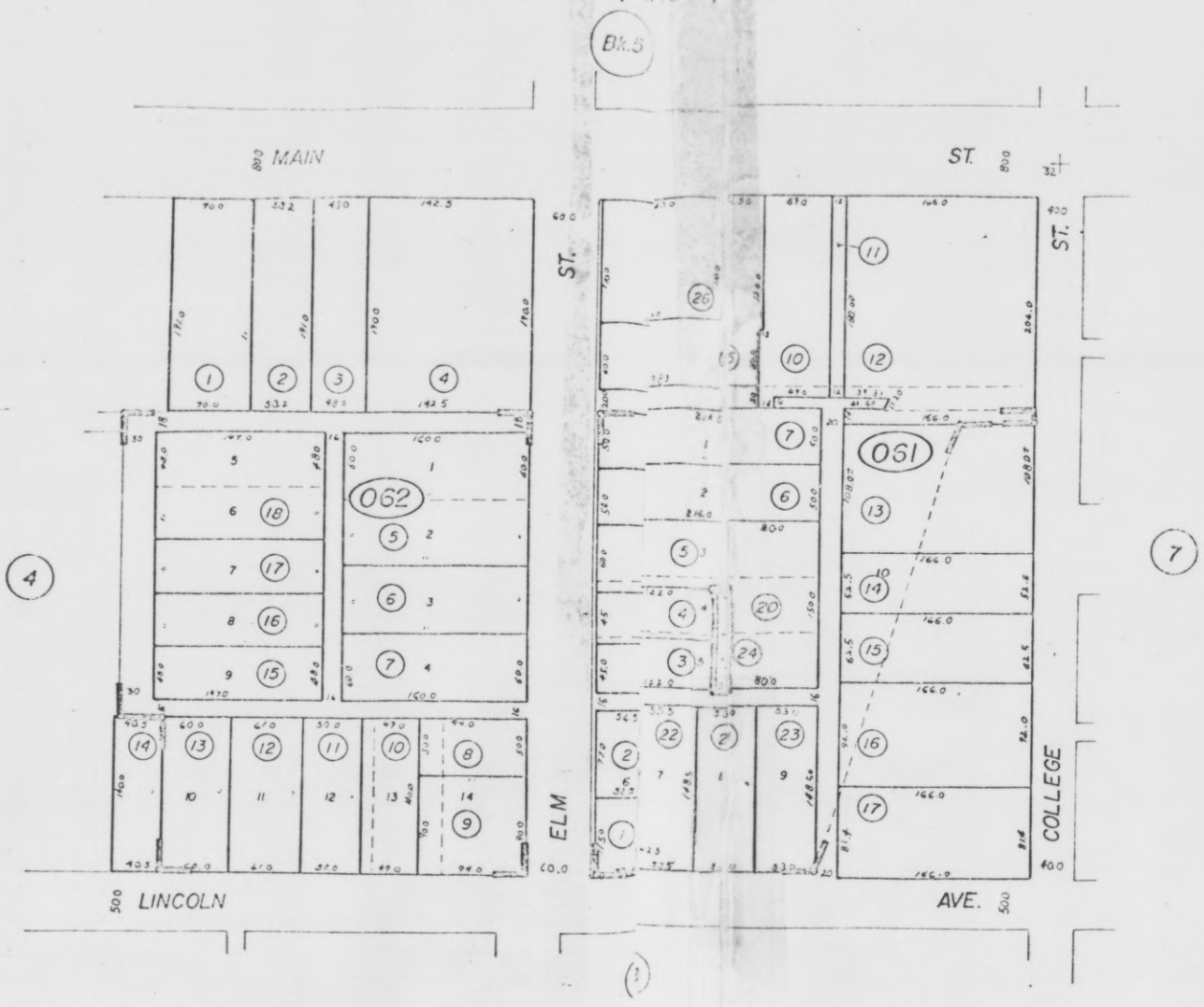
Make out Check or Money Order Payable to and Mail to YOLO COUNTY Tax Collector

WOODLAND, CALIFORNIA

Micro Fiched

POR. N.E. SEC. 32, T. ON, 2E. — M.D.B.&M.

6-C



D.B. Bk. 34, Pg. 608 — Martin's Addition.
D.B. Bk. 56, Pg. 396 — Jacob's Addition.
M.B. Bk. 8, Pg. 99 — Jacob's Additon.

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CITY OF WOODLAND
Assessor's Map Bk. 6, Pg. 6.
County of Yolo, Calif.

CHG. 2 JULY 1962

JUN 17 1971

LAURENCE P. HENIGAN, Clerk
By Deputy

YOLO COUNTY
AGREEMENT NO. 71-390

SCHOOL CROSSING GUARD AGREEMENT

This AGREEMENT, made and entered into on July 1, 1971, by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of California, hereinafter called "State" and the COUNTY OF YOLO, hereinafter called "County."

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo, is desirous of providing adequate protection for school pupils who are required to cross heavily traveled streets, highways, and roadways in said County; and

WHEREAS, such protection could be afforded such school pupils by placing crossing guards at various locations in said County; and

WHEREAS, the State is willing and desirous of providing such crossing guards;

Micro Filmed

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards and relief guards as necessary at each of the locations shown on School Crossing Guard Location List attached hereto and by this reference made a part hereof, during the hours when pupils are walking to and from nearby schools on school days during the school year ending not later than June 30, 1972. Salaries and wages shall be at rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to sixteen and one-half percent (16½%) of such reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month State shall bill County for all sums due for that month, and County shall promptly pay the same.

4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1971, to June 30, 1972, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days written notice prior to date of termination.

Micro Fiched

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol
Administrative Services Division
Post Office Box 898
Sacramento, California 95804

County YOLO
BOARD OF SUPERVISORS
COURTHOUSE
WOODLAND, CALIF. 95695

7. County shall indemnify and save harmless State, its officers, and employees from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

8. The attached Form 3, Fair Employment Practices Addendum, is incorporated in and made a part of this agreement by reference.

DEPT. OF CALIFORNIA HIGHWAY PATROL

BY W Harding
Fiscal Officer

Approved as to Form
Public [illegible]

COUNTY YOLO

BY [signature]
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST

LAURENCE P. HENIGAN, CLERK

BY [signature]
Deputy

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

Micro Fiched

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

EXHIBIT "A"

I. State shall provide the services of three (3) crossing guards at the following locations:

1. Westmore Oaks Elementary School - 16th and Park Boulevard (State Route 99).

2. Arlington Oaks School - Jefferson Boulevard and Devon Avenue - West Sacramento.

3. Grafton Elementary School - State Highway 113 at 6th Street in the Town of Knights Landing.

Micro Filmed

FILED
MAY 17 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-391

(Agreement Amending Drug Counsellor Agreement)

THIS AGREEMENT made and entered into this 26th day of April, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DARELL J. SCHREGARDUS, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. The County of Yolo entered into Agreement No. 71-1 dated January 4th, 1971, with DARELL J. SCHREGARDUS to provide counselling and related services in connection with the Davis Community Drug Counselling Program.

Micro Fiched

2. COUNTY desires to amend said Agreement No. 71-1 to obtain, and CONTRACTOR desires to provide, counselling and related services for at least twenty-five (25) hours per week from April 26th, 1971 to and including July 31st, 1971.

AGREEMENTS:

1. COUNTY agrees to pay CONTRACTOR for services rendered pursuant to this agreement at the monthly rate of SIX HUNDRED DOLLARS and NO/100 ($600.00).
2. In all other respects, the terms and conditions of Agreement No. 71-1 shall remain in force and effect.

IT IS MUTUALLY AGREED that the term of this agreement shall commence on April 26th, 1971 and shall terminate on July 31st, 1971.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY [signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS
5-17-71

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Buck DEPUTY

(SEAL)

Darell J. Schregardus

DARELL J. SCHREGARDUS

Micro Filmed

193687

YOLO COUNTY AGREEMENT NO. 71-392

XEROX Service Agreement

Micro Filmed

FILED

MAY 10 1971

LAURENCE P. HINIGAN, Clerk

Barbara Rodgers Deputy

Dated May 4, 1971

County Counsel of Yolo County

Qty.	Prod. Type	Print Equipment and Price Plan
1	283	Xerox 660-I Copier
		County Contract
		Plan C Pricing

Xerox shall provide Reproduction Services to Customer at installation address with the Equipment enumerated in section entitled "Equipment" and Customer shall accept such Reproduction Services upon the terms and conditions set forth herein and in accordance with Xerox' terms and conditions set forth in Xerox' published price list as revised from time to time.

This Service Agreement shall constitute the entire agreement between Customer and Xerox for Reproduction Services, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents processed by Xerox.

Equipment remains property of Xerox which may supply either new or reconditioned equipment at its sole option.

Customer shall pay Equipment placement charges and Xerox or Customer shall pay shipping charges in accordance with terms and conditions set forth in Xerox' published price list.

Placement/Removal Chg's-1st

Customer Name, Billing Address and Zip Code	Installation Address and Zip Code	Equipment - Ship to Address
Yolo General Hospital Auditor-Controller Court House Woodland, Calif 95695	Yolo General Hospital 170 W Beamer St. Woodland, Calif. 95695	Yolo General Hospital % Global Moving & Storage 320 Commerce Circle Sacramento, Calif. 95815

This Agreement may be terminated at any time by either party after the equipment has been in place for (~~60~~) days upon written notice of fifteen (15) X ~~thirty (30)~~ days.

Customer

By Joseph Bogaard Jr.

CHAIRMAN, BOARD OF SUPERVISORS,

Title COUNTY OF YOLO, STATE OF CALIFORNIA

Xerox Corporation

By Kenneth Lyford Employee No. 217V

Date

Branch No. 570.2

Purchase Information

Purchase Order Required ☐ Yes ☒ No If Yes,

Purchase Order Number

Special Reference Number

Purchase Order Period From To

Special Invoice Form Required ☐ Yes ☒ No

Form A5813 (4/70) Printed in U.S.A.

Delivery Information

Requested Delivery Date

Contact Mr Walter Atkin

Phone (916) 666-8301

Defense Priority

Customer

Supply Order

☐ Attached ☒ Not Required

Tax Information

Tax Exempt ☐ Yes ☒ No ☐ N/A

Certificate Attached ☐ Yes ☐ No ☒ N/A ☐ Previously submitted

Contract Number 1108000000630 Group No.

XEROX COPY

Micro Fiched

Service Agreement

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with established service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damages as may be caused by customer's willful act.

Extend meter credit for defective copies and replace defective supplies without charge on its sole determination with an equal number. For other equipment, no adjustment will be made for defective copies.

Warrant that the Equipment was produced and the performance of Services shall be rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Save Customer harmless from all loss, damage and liability which may be incurred on account of infringement of U. S. patents relating solely to Equipment, and will, at its own expense, defend all claims, suits and actions against the Customer in which such infringement is alleged, provided Xerox is duly notified of such claims, suits and actions, and provided Xerox' indemnity shall not apply to any infringement arising from the use or sale of Equipment provided hereunder which has been modified by anyone other than Xerox or used in combination with other items and provided further that such an infringement would not have occurred but for the use or sale of Equipment solely for the purpose for which it was designed.

Further warrant that it complies with the requirements of Title VII of the Civil Rights Act of 1964.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator or machine operator as the case may be, for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month, or as required, a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's willful act.

Permit Xerox to remove equipment upon termination.

193688

YOLO COUNTY AGREEMENT NO. 71-393

XEROX Service Agreement

Approved as to Form

Date: [illegible]

County Counsel of Yolo County

FILED

MAY 10 1971

LAURENCE P. HINIGAN, Clerk

By: Gertrude Rodgers Deputy

Xerox shall provide Reproduction Services to Customer at installation address with the Equipment enumerated in section entitled "Equipment" and Customer shall accept such Reproduction Services upon the terms and conditions set forth herein and in accordance with Xerox' terms and conditions set forth in Xerox' published price list as revised from time to time.

This Service Agreement shall constitute the entire agreement between Customer and Xerox for Reproduction Services, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents processed by Xerox.

Equipment remains property of Xerox which may supply either new or reconditioned equipment at its sole option.

Customer shall pay Equipment placement charges and Xerox or Customer shall pay shipping charges in accordance with terms and conditions set forth in Xerox published price list.

Qty.	New Title	Print Equipment and Price Plan
1	983	Xerox 660-I Copier
		State Contract
		Plan C Pricing

Placement Chg/Removal Chg $18.00

Customer Name, Billing Address and Zip Code	Installation Address and Zip Code	Equipment Ship to Address
Yolo General Hospital Attn: Auditor-Controller Court House Woodland, Calif. 95695	Yolo General Hospital 170 W. Beamer St. Woodland, Calif. 95695	Yolo General Hospital c/o Global Moving & Storage 320 Commerce Circle Sacramento, Ca. 95815

This Agreement may be terminated at any time by either party after the equipment has been in place for (~~0~~) days upon written notice of fifteen (15) X ~~thirty (30)~~ days.

Customer

By: [signature] BOARD OF SUPERVISORS,

Title: COUNTY OF YOLO, STATE OF CALIFORNIA

Xerox Corporation

By: [signature] Employee No. 3217

Date: Branch No. 570.2

Purchase Order Information

Purchase Order Required ☐ Yes ☒ No If Yes,

Purchase Order Number

Special Reference Number

Purchase Order Period From To

Special Invoice Form Required ☐ Yes ☒ No

Form 4595 (4/70) Printed in U.S.A.

Delivery Information

Requested Delivery Date

Contact Mr. Walter Atkin

Phone (916) 666-8278 8301

Defense Priority

Customer

Supply Order

☐ Attached ☒ Not Required

Tax Information

Tax Exempt ☐ Yes ☒ No ☐ N/A

Certificate Attached ☐ Yes ☐ No ☒ N/A ☐ Previously Submitted

Contract Number 1.10800.00063.30 Group No.

Micro Filmed

Micro Fiched

Service Agreement

Xerox Shall:

Train customer's personnel in the use of equipment.

Keep equipment in good working order in accordance with published service policy in effect at time of request for service.

Assume all responsibility for loss or damage to equipment installed on customer's premises, except for such loss or damages as may be caused by customer's willful act.

Extend meter credit for defective copies and replace defective supplies without charge as its sole obligations with respect thereto. For offset equipment, no adjustment will be made for defective copies.

Warrant that the Equipment was produced and Reproduction Services shall be rendered in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

Save Customer harmless from all loss, damage and liability which may be incurred on account of infringement of U.S. patents relating solely to Equipment and shall, at its own expense, defend all claims, suits and actions against the Customer in which such infringement is alleged, provided Xerox is duly notified of such claims, suits and actions, and provided Xerox' indemnity shall not apply to any infringement arising from the use or sale of Equipment (revised hereunder which has been modified by anyone other than Xerox or used in combination with other items not provided hereunder when such infringement would not have occurred from the use or sale of Equipment solely for the purpose for which it was designed.

Further warrant that it complies with the requirements of Title VII of the Civil Rights Act of 1964.

Customer Shall:

Provide suitable electric service for operation of equipment.

Make available a key operator or machine operator as the case may be, for training in the use of equipment. Should this assignment change, customer shall inform Xerox immediately.

Submit to Xerox on the last working day of each month, or as required a completed meter card provided by Xerox and upon receipt of invoice, pay such amount as is due.

Make no alterations in equipment.

Obtain the written authorization of Xerox prior to any movement of equipment.

Pay for any repairs or replacements made necessary by customer's willful act.

Permit Xerox to remove equipment upon termination.

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance."

YOLO COUNTY AGREEMENT NO. 71-394

STANDARD AGREEMENT – APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD 2 (REV 3/70)

Signature

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 16th day of April, 19 71, in the State of California, by and between Sate of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: Assistant Director

AGENCY: Department of Public Health

NUMBER: 530 - 70/71 YI # 237 - 2nd Amendment

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any)

1. In that certain agreement between this Department and County of Yolo, dated July 1, 1969, and approved on September 23, 1969 by the State Department of General Services:

   a. The total amount of this contract stated in paragraph 4 is amended to read: "$35,571."

   b. The budget stated in Exhibit B is amended to read as stated in the attached Revised Exhibit B.

2. All other terms and provisions of said contract shall remain in full force and effect.

JUN - 9 1971
LAURENCE P. HENIGAN, Clerk
By ... Deputy

Approved as to Form
Dated
County Counsel of Yolo County

Micro Fiched

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY: Department of Public Health

BY (AUTHORIZED SIGNATURE)

TITLE: William J. Kurtz, Assistant Director
Chief, Office of Fiscal & Management Services

(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
County of Yolo

BY (AUTHORIZED SIGNATURE)

TITLE: CHAIRMAN, BOARD OF SUPERVISORS

ADDRESS: COUNTY OF YOLO, STATE OF CALIFORNIA

Do Not Write In This Space

Department of General Services
APPROVED
JUN 1 1971
BY
Asst. Chief Counsel

AMOUNT OF THIS ESTIMATE $	FUND: General			
UNENCUMBERED BALANCE $	APPROPRIATION: Support			
ADJ. INCREASING ENCUMBRANCE $ 600.00	ITEM: 125	CHAPTER: 303	STATUTES: 1970	FISCAL YEAR: 70/71
ADJ. DECREASING ENCUMBRANCE $	FUNCTION: Operating Expense & Equipment			
	LINE ITEM ALLOTMENT: 020-40.1 95097-01-79			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is of the essence of this agreement.

Micro Fiched

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Chief Counsel
Department of General Services
RECEIVED

EXHIBIT B
2nd Revision April, 1971

BUDGET

Immunization Assistance Project

July 1, 1969-June 30, 1971

CONTRACTOR - County of Yolo, Contract #237 - 2nd Amendment

Personnel Services	Salary Rate	2 Year Salary
1 Public Health Nurse (Equivalent)	$ 760	$17,383
1 Typist Clerk	480	10,900
Benefits		6,170
Total Personnel Services		$34,453

Micro Fiched

Operating Expenses	
Supplies	$ 386.75
Travel	731.25
Total Operating Expenses	$ 1,118.00

TOTAL BUDGET $35,571.00

Form CD-15
(Rev. Dec. 1973)

YOLO COUNTY AGREEMENT NO. 71-395

Calif. 1-

FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
and
California Department of Agriculture
California Department of Public Health
Cooperating With

FILED
MAY 20 1971
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

YOLO COUNTY

In accordance with the terms of a cooperative project agreement between the U. S. Department of the Interior, Bureau of Sport Fisheries and Wildlife, the California Department of Agriculture and the California Department of Public Health, approved May 28, 1958, copies of which are on file at Room E2717, Federal Building, 2800 Cottage Way, Sacramento, California, 95825, this field agreement is made to augment the animal damage control program in Yolo County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREED THAT:

1. The work contemplated herein is primarily for the purpose of protecting domestic livestock, poultry, and suppression of rabies, both for protection of domestic animals and human health.

Micro Fiched

2. The animal damage control program conducted under the terms of this agreement shall be under the general supervision of the Bureau of Sport Fisheries and Wildlife, the California Department of Agriculture and the California Department of Public Health, these three agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the Bureau of Sport Fisheries and Wildlife will consult frequently with the cooperator relative to the extent of Bureau participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the Bureau of Sport Fisheries and Wildlife.

3. The County of Yolo will provide $ 21,522.00 for payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 1971 to June 30, 1972. The Bureau and State Departments of Agriculture and Public Health may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

4. The State Supervisor of the Bureau or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above.

5. The employees selected and appointed hereunder, and serving in Yolo County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

6. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

7. This agreement may be terminated by any party upon thirty (30) days written notice, and by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

MAY 10, 1971
(Date)

Chairman, Board of Supervisors
of YOLO County

Micro Fiched

5-19-71
(Date)

State Supervisor, Division of Wildlife Services, Bureau of Sport Fisheries and Wildlife

Approved as to Form
Dated

County Counsel of Yolo County
CHARLES R. MACK

SUPPLEMENT INFORMATION On
FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California State Department of Agriculture
Cooperating With

YOLO County

The amount of $ 21,522.00 as shown on the agreement is to be disbursed as follows:

Hunter	Salary*	Travel	Other Expenses
1. Kimes, Richard L.	$9,261.00	$1,200.00	$300.00
2. O'Bryant, Riley J.	9,261.00	1,200.000	300.00
3.			
4.			
Total	$18,522.00	$2,400.00	$600.00

Micro Fiched

(Signature)
Herbert W. Chandler
Agricultural Commissioner
April 30, 1971
(Date)

*If hunter(s) is to receive a salary increase during the effective period of this agreement, please show both rates and the effective dates.

FILED

MAY 26 1971

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

YOLO COUNTY
AGREEMENT NO. 71-396

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in triplicate, this 10th, day of May, 19 71, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the County of Yolo, hereinafter for convenience referred to as "the County," witnesseth:

WHEREAS, on December 2, 1963, May 22, 1967, and September 23, 1968, Freeway Agreements were executed between the County and the State wherein the County agreed and consented to certain adjustments of the county road system required for the development of those portions of State Highway Routes 5 and 113, within the limits of the County of Yolo, as a freeway, and

Micro Fiched

WHEREAS, said freeway has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, and county roads or portions thereof, and landscaped areas, within the freeway limits, and

WHEREAS, under Section 5 of the December 2, 1963 Agreement and Section 4 of the other Freeway Agreements, the County will resume control and maintenance over each of the relocated or reconstructed county roads except on those portions thereof adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The County will maintain, at County expense, all portions of county roads and appurtenant structures and bordering areas, within the shaded area on the attached map marked EXHIBIT "A" and made a part hereof by this reference.

2. VEHICULAR OVERCROSSINGS

The State will maintain, at State expense, the entire structure below the deck surface except as hereinafter provided. The County will maintain, at County expense, the deck and/or surfacing and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface. The County will also maintain all portions of the structure above the bridge deck, as above specified, as well as all traffic service facilities that may be required for the benefit or control of county road traffic.

Micro Fiched

3. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls, drainage installations and traffic service facilities will be maintained by the County.

4. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

Landscaped areas within the limits reserved for freeway use, including traffic interchanges and on- and off-ramp areas

but excluding frontage road areas, will be maintained by the State, at State expense. All plantings or other types of roadside development lying outside of the area reserved for freeway use will be maintained by the County at County expense.

5. RESPONSIBILITY

It is understood and agreed that neither the State, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under the Freeway Agreements and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the County shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under the Agreement.

Micro Fiched

It is understood and agreed that neither the County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the County under the Freeway Agreements and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed, that pursuant to

the Government Code Section 895.4, the Department shall fully indemnify and hold the County harmless from any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the County under the Freeway Agreements and further clarified by this Agreement.

6. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of the County to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the County has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

Micro Fiched

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

J. A. LEGARRA
STATE HIGHWAY ENGINEER

By E. F. Halligan
Asst. District Engineer

Approved as to Form
Dated _____

County Counsel of Yolo County

Approval as to form:

_____
Attorney for Department

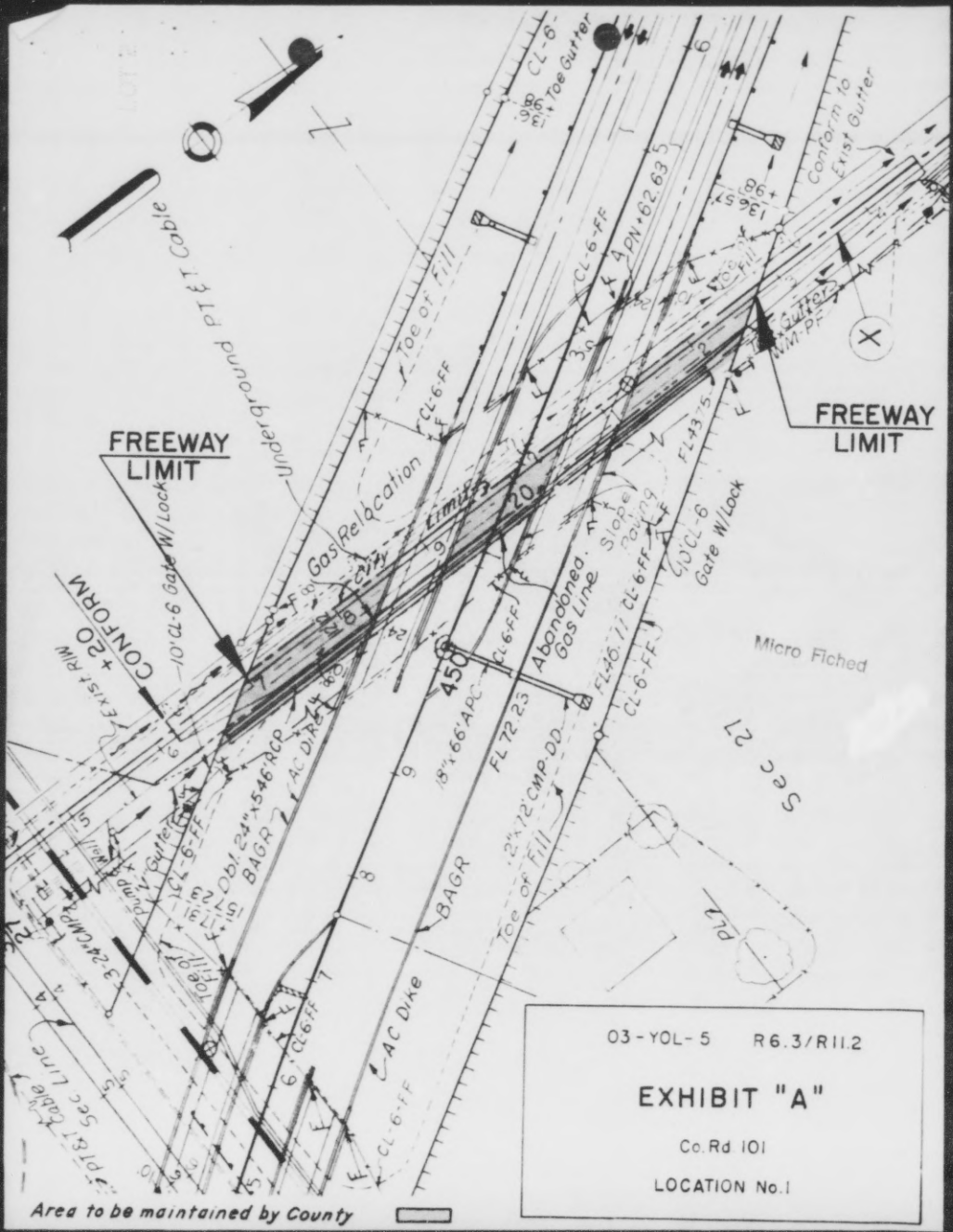
_____
Attorney

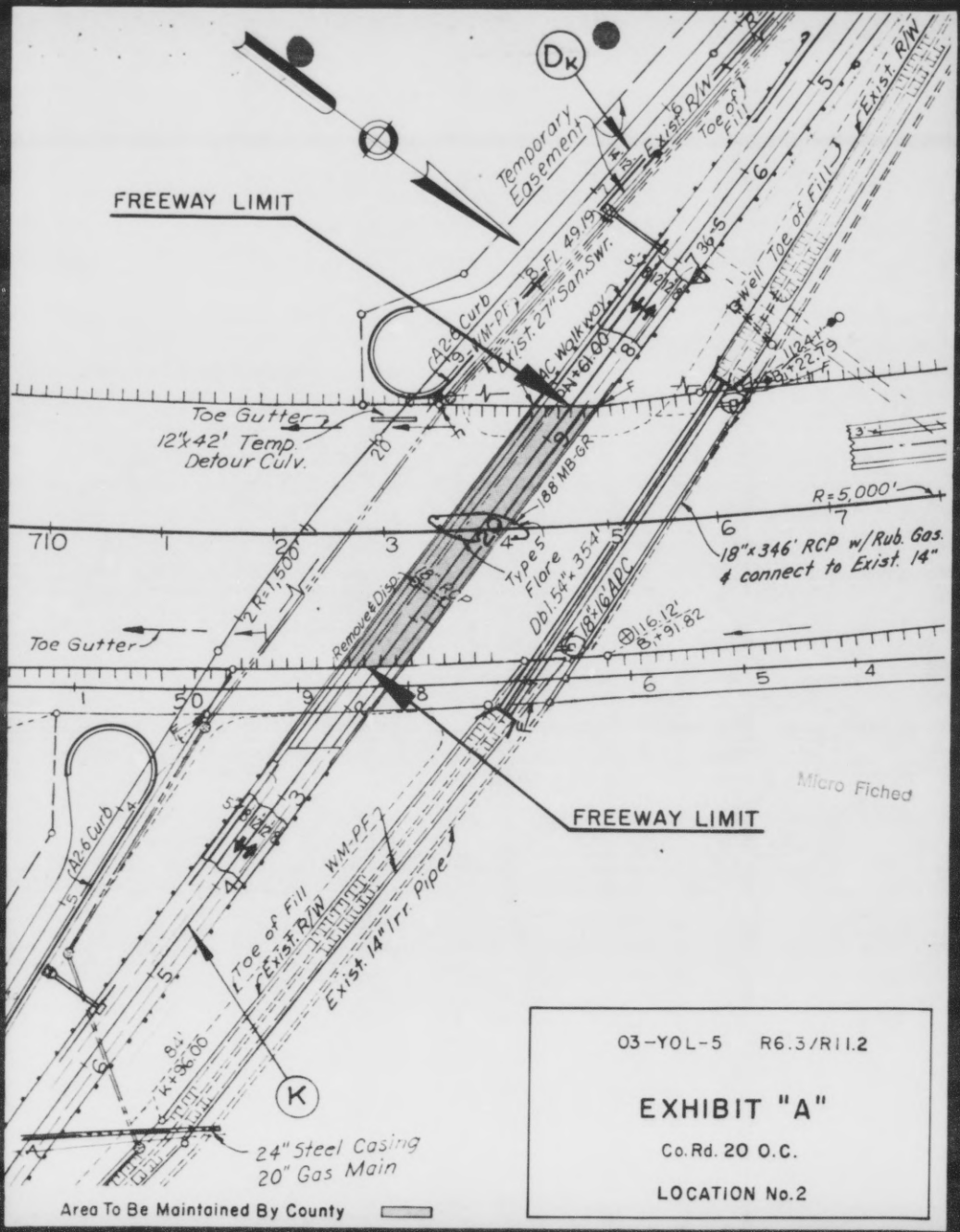
COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

ATTEST: LAURENCE P. HENIGAR
Clerk of the Board of Supervisors

BY _____ Deputy


FREEWAY LIMIT
FREEWAY LIMIT
Underground PT&T Cable
Gas Relocation
City Limits
Abandoned Gas Line
10' CL-6 Gate W/Lock
CONFORM +20
Micro Fiched
Sec 27
Toe of Fill
AC Dike
BAGR
Area to be maintained by County
03-YOL-5 R6.3/R11.2
EXHIBIT "A"
Co. Rd 101
LOCATION No. 1



03-YOL-5 R6.3/R11.2

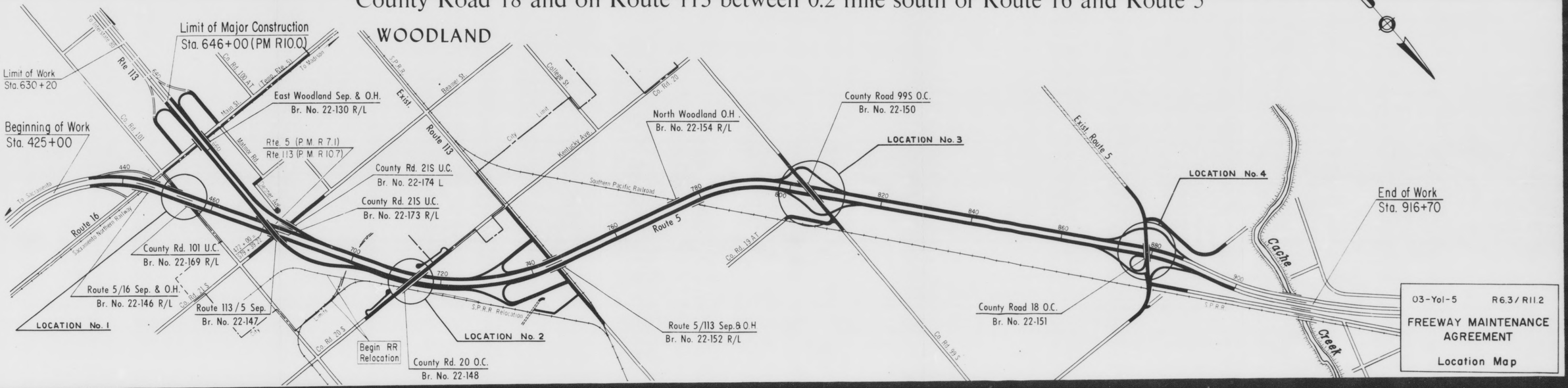
EXHIBIT "A"

Co. Rd. 20 O.C.

LOCATION No. 2

STATE HIGHWAY

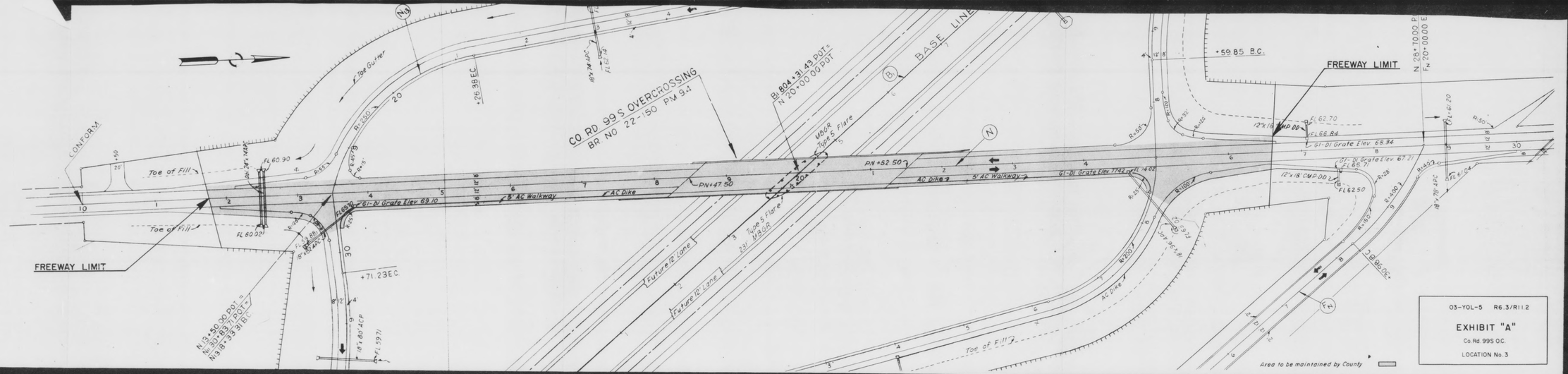
In Yolo County in and near Woodland on Route 5 between 0.2 mile south of Route 16 and 0.2 mile north of County Road 18 and on Route 113 between 0.2 mile south of Route 16 and Route 5



03-Yol-5 R6.3/R11.2

FREEWAY MAINTENANCE AGREEMENT

Location Map

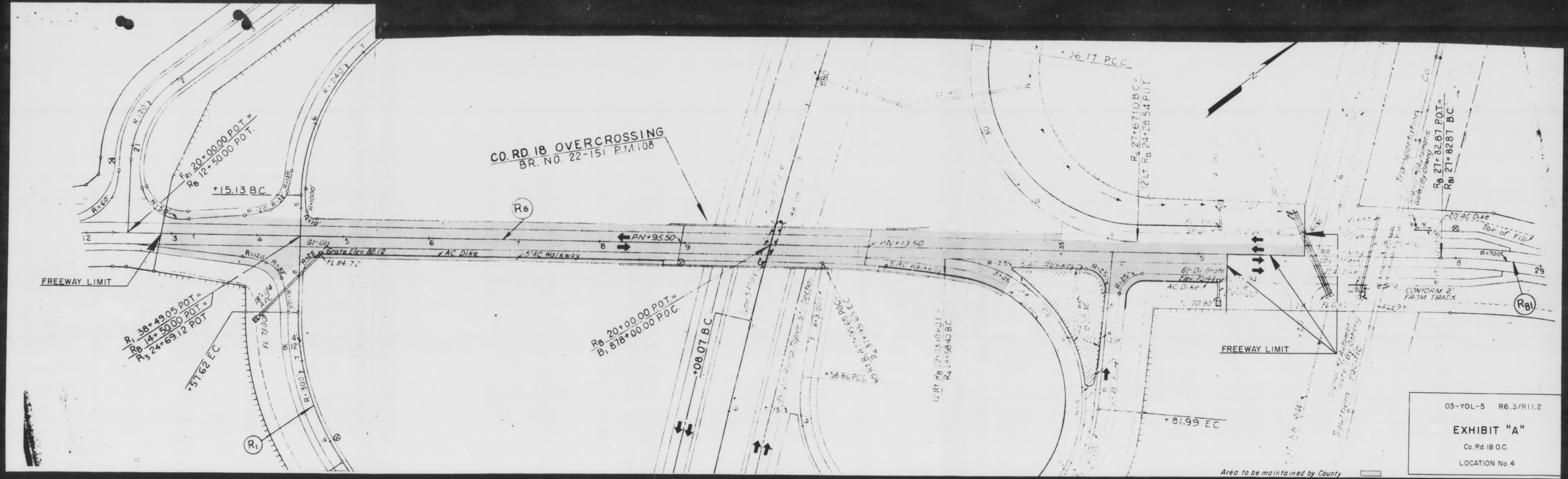


03-YOL-5 R6.3/R11.2

EXHIBIT "A"

Co.Rd. 99 O.C.

LOCATION No. 3


CO. RD. 18 OVERCROSSING
BR. NO. 22-151 P.M. 10.8
+15.13 BC
FREEWAY LIMIT
R1 38+49.05 POT =
Rb 14+50.00 POT =
R3 24+69.12 POT
+57.62 EC
Rb 20+00.00 POT =
Rb 12+50.00 POT.
Rb 20+00.00 POT =
B1 878+00.00 P.O.C.
+08.07 BC
+58.80 PCC
+36.17 PCC
Rb 27+67.10 BC =
2 Lt Rb 24+28.54 POT
R4 24+38.42 BC
+81.99 EC
Rb 21+82.87 POT =
Rb1 21+82.87 BC
20' AC Dike
Top of Fill
CONFORM 2' FROM TRACK
FREEWAY LIMIT
PN+9550
PN+13.50
AC Dike
5' AC Walkway
Area to be maintained by County
03-YOL-5 R6.3/R11.2
EXHIBIT "A"
Co. Rd. 18 O.C.
LOCATION No. 4

FILED
MAY 24 1971
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 71-399

THIS AGREEMENT made and entered into this 24th day of May, 1971, by and between the COUNTY OF YOLO, a political subdivision, ROBERT A. HART and PAUL F. MILLER and JAMES R. MILLER,

W I T N E S S E T H:

WHEREAS, the COUNTY OF YOLO entered into Agreement No. 69-38 dated April 1st, 1969 with ROBERT A. HART doing business as QUICK-CLEAN CENTER, providing for janitorial services for the County Library Building located in Davis, California, and payment therefor; and

Micro Fiched

WHEREAS, it is desired to substitute PAUL F. MILLER and JAMES R. MILLER as parties to said Agreement No. 69-38 in place of ROBERT A. HART;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. ROBERT A. HART hereby consents to the substitution of PAUL F. MILLER and JAMES R. MILLER in his place as parties to said Agreement No. 69-38 and hereby releases the County of Yolo from all claims under said agreement and authorizes the County of Yolo to pay any sums currently payable under said agreement to PAUL F. MILLER and JAMES R. MILLER.

2. PAUL F. MILLER and JAMES R. MILLER, doing business as QUICK-CLEAN CENTER, hereby assume and agree to and promise to perform all of the obligations of ROBERT A. HART provided in said Agreement No. 69-38.

3. The County of Yolo hereby consents to the substitution of PAUL F. MILLER and JAMES R. MILLER in the place of ROBERT A. HART as parties to said Agreement No. 69-38.

XEROX COPY

4. 1.A.3. of Agreement No. 69-38 is hereby amended to read as follows:

1.A.3. Dust desks, desk equipment, chairs, office machines, filing cabinets, book shelves and books, window sills, ledges, et cetera.

5. 1.A.4 of Agreement No. 69-38 is hereby amended to read as follows:

1.A.4. Sweep and dust mop all floor areas, including meeting, staff room, work room, store rooms, and office.

6. 1.A.8. of Agreement No. 69-38 is hereby amended to read as follows:

1.A.8. Fill paper towel, toilet tissue, and soap containers in restrooms.

Micro Fiched

7. 1.B.1. of Agreement No. 69-38 is hereby amended to read as follows:

1.B.1. Wet mop hallways, restrooms, traffic lanes, meeting room, work room, staff room, and store rooms.

8. In all other respects, the provisions of said Agreement No. 69-38 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Robert A. Hart
ROBERT A. HART

Paul F. Miller
PAUL F. MILLER

James R. Miller
JAMES R. MILLER

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

COUNTY OF YOLO

BY James Ehrigan
CHAIRMAN OF THE BOARD OF SUPERVISORS

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO — SANTA BARBARA • SANTA CRUZ

FINANCIAL AIDS OFFICE
SOUTH HALL
PHONE: 752-2390

DAVIS, CALIFORNIA 95616

April 27, 1971

YOLO COUNTY AGREEMENT NO. 71-398

FILED
MAY 20 1971
LAURENCE P. HEINGAN, Clerk
By [illegible] Deputy

Mr. Rudolf H. Binsch
Public Defender
County of Yolo
815 Court Street
Woodland, California 95695

Dear Mr. Binsch:

Reference is made to the agreement between the County of Yolo, State of California and the Regents of the University of California, relative to the College Work-Study Program agreement dated July 1, 1970. We wish to extend this agreement for one additional year which would establish a termination date of June 30, 1972.

The Federal share of student compensation paid in the College Work-Study Program is 60% for the 1971-72 year (the Organization's share of student wages is 40%).

If this extension is agreeable to you, I would appreciate it if you would sign the original of this letter and return it to Allen G. Marr, Dean, Research Development.

Sincerely yours,

Jim Dolgonas
Assistant Director
Financial Aid Office

Micro Fiche

Allen G. Marr
Dean, Research Development

Approved as to Form
Dated 5-20-71
County Counsel of Yolo County

County of Yolo, State of California

JD/hv

cc: Lou Polk
Accounting Office

XEROX COPY

RECEIVED
JUN 17 1971
LAURENCE P. HENIGAN, Clark
By ..... Deputy

FILED
JUN 17 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 71-397

THIS AGREEMENT made this 17th day of May, 1971, by and between the CITY OF WOODLAND, a municipal corporation, hereinafter referred to as CITY, and the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY,

W I T N E S S E T H:

1. CITY agrees to sell and COUNTY agrees to purchase 150 grave sites located in the Woodland Cemetery consisting of those grave sites described as Graves 1 through 150, inclusive, of Block 30, and COUNTY agrees to pay the purchase price therefor on or before June 30th, 1971.

Micro Fiched

2. COUNTY shall have the irrevocable right to purchase an additional 150 grave sites located in the Woodland Cemetery consisting of those grave sites described as Graves 151 through 300, inclusive, of Block 30, upon tender of the purchase price therefor on or before June 30th, 1972.
3. COUNTY shall have the irrevocable right to purchase an additional 96 grave sites located in the Woodland Cemetery consisting of those grave sites described as Graves 301 through 396, inclusive, of Block 30, upon tender of the purchase price therefor on or before June 30th, 1973.
4. COUNTY shall use the grave sites for the interment of deceased veterans only.
5. The purchase price for each grave is SIXTY-FIVE & NO/100 ($65.00) DOLLARS.
6. CITY at no additional cost to COUNTY shall provide to all graves purchased by COUNTY pursuant to this agreement care and maintenance in accordance with the standards established by CITY for the balance of the Woodland Cemetery. Such care

shall include watering and mowing grass over all such grave sites.

7. CITY at no additional cost to COUNTY shall set the headstones furnished by the Veterans' Administration.

8. Except as otherwise provided herein, the purchase of the grave sites is subject to the rules and regulations of the Woodland Cemetery now existing or hereinafter adopted.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF WOODIAND, a municipal corporation

BY Don E. Wyly
MAYOR

BY S. R. Thomas
City Clerk

Micro Fiched

COUNTY OF YOLO, a political subdivision

BY Mark Bryant Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter E. Lucas DEPUTY

June 17, 1971

(SEAL)

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO — SANTA BARBARA • SANTA CRUZ

FINANCIAL AIDS OFFICE
SOUTH HALL
PHONE: 752-2390

DAVIS, CALIFORNIA 95616

April 27, 1971

YOLO COUNTY AGREEMENT NO. 71-398

FILED
MAY 20 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

Mr. Rudolf H. Binsch
Public Defender
County of Yolo
815 Court Street
Woodland, California 95695

Dear Mr. Binsch:

Reference is made to the agreement between the County of Yolo, State of California and the Regents of the University of California, relative to the College Work-Study Program agreement dated July 1, 1970. We wish to extend this agreement for one additional year which would establish a termination date of June 30, 1972.

The Federal share of student compensation paid in the College Work-Study Program is 60% for the 1971-72 year (the Organization's share of student wages is 40%).

If this extension is agreeable to you, I would appreciate it if you would sign the original of this letter and return it to Allen G. Marr, Dean, Research Development.

Sincerely yours,

Jim Dolgonas
Assistant Director
Financial Aid Office

Micro Fiche

Approved as to Form
Dated 5-20-71
County Counsel of Yolo County

Allen G. Marr
Dean, Research Development

County of Yolo, State of California

JD/hv

cc: Lou Polk
Accounting Office

XEROX COPY

FILED
MAY 24 1971
LAURENCE P. HENIGAN, Clerk
By Barbara A. Bridges
Deputy

AGREEMENT NO. 71-399

THIS AGREEMENT made and entered into this 24th day of May, 1971, by and between the COUNTY OF YOLO, a political subdivision, ROBERT A. HART and PAUL F. MILLER and JAMES R. MILLER,

W I T N E S S E T H:

WHEREAS, the COUNTY OF YOLO entered into Agreement No. 69-38 dated April 1st, 1969 with ROBERT A. HART doing business as QUICK-CLEAN CENTER, providing for janitorial services for the County Library Building located in Davis, California, and payment therefor; and

Micro Fiched

WHEREAS, it is desired to substitute PAUL F. MILLER and JAMES R. MILLER as parties to said Agreement No. 69-38 in place of ROBERT A. HART;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. ROBERT A. HART hereby consents to the substitution of PAUL F. MILLER and JAMES R. MILLER in his place as parties to said Agreement No. 69-38 and hereby releases the County of Yolo from all claims under said agreement and authorizes the County of Yolo to pay any sums currently payable under said agreement to PAUL F. MILLER and JAMES R. MILLER.

2. PAUL F. MILLER and JAMES R. MILLER, doing business as QUICK-CLEAN CENTER, hereby assume and agree to and promise to perform all of the obligations of ROBERT A. HART provided in said Agreement No. 69-38.

3. The County of Yolo hereby consents to the substitution of PAUL F. MILLER and JAMES R. MILLER in the place of ROBERT A. HART as parties to said Agreement No. 69-38.

XEROX COPY

4. 1.A.3. of Agreement No. 69-38 is hereby amended to read as follows:

1.A.3. Dust desks, desk equipment, chairs, office machines, filing cabinets, book shelves and books, window sills, ledges, et cetera.

5. 1.A.4 of Agreement No. 69-38 is hereby amended to read as follows:

1.A.4. Sweep and dust mop all floor areas, including meeting, staff room, work room, store rooms, and office.

6. 1.A.8. of Agreement No. 69-38 is hereby amended to read as follows:

1.A.8. Fill paper towel, toilet tissue, and soap containers in restrooms.

Micro Fiched

7. 1.B.1. of Agreement No. 69-38 is hereby amended to read as follows:

1.B.1. Wet mop hallways, restrooms, traffic lanes, meeting room, work room, staff room, and store rooms.

8. In all other respects, the provisions of said Agreement No. 69-38 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Robert A. Hart
ROBERT A. HART

Paul F. Miller
PAUL F. MILLER

James R. Miller
JAMES R. MILLER

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

COUNTY OF YOLO

BY
CHAIRMAN OF THE BOARD OF SUPERVISORS

RECEIVED
JUL - 2 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

YOLO COUNTY
AGREEMENT NO. 71-400

AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN RECEPTION CENTERS AND CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

Contract No. 180 R

THIS AGREEMENT, made and entered into this 1st day of July, 19 71, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any County of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

Micro Fiched

1. In any case in which:

(a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental petition for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

(b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and

FILED
JUL - 2 1971
LAURENCE P. HENIGAN, Clerk
By ..... Deputy
XEROX COPY

(c) said Court Orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the Court Order by transporting such person to the facility indicated by the State and returning him therefrom to the Court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

Micro Fiched

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of $750.00 per month for each case studied, or $25.00 per person for each day, or part of a day, of temporary

detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
714 P Street
Sacramento, California 95814

7. The period of this Agreement is from July 1, 1971 to June 30, 1972, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

Micro Fiched

STATE OF CALIFORNIA

Allen F. Breed, Director
Department of the Youth Authority

By _____

Title CHIEF, ADMINISTRATIVE SERVICES DIVISION

COUNTY OF YOLO

By _____

Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated _____

County Counsel of Yolo County

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FILED
JUL - 6 1971
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 71-401

THIS LEASE made and entered into this 7th day of June, 1971, by and between the CITY OF DAVIS, a municipal corporation, hereinafter referred to as LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as TENANT,

Micro Filmed

W I T N E S S E T H:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Leasing and Term. LANDLORD hereby leases to TENANT, and TENANT hereby hires from LANDLORD the house and lot owned by LANDLORD located at 510 Fifth Street, Davis, Yolo County, California, for a term of five (5) years commencing on July 1, 1971.

2. Rent. The rent therefor shall be the sum of One Dollar ($1.00) per year payable on the first day of each year of the term.

3. Use of the Premises. TENANT shall use the premises only as offices or for programs of the County Health Officer.

4. Assignments and Subletting. TENANT shall neither assign this lease nor sublet the whole or any part of the premises without the written consent of LANDLORD.

5. Utilities. TENANT shall pay for all utilities, including but not limited to water, gas, electricity, garbage removal, and telephone services.

6. Repairs and Alterations.

a. The TENANT will at its sole cost and expense keep and maintain said premises and every part thereof except the roof and sidewalls, which LANDLORD agrees to repair, but including glazing and the interior of the premises in good and sanitary ord

XEROX COPY

condition and repair, hereby waiving all right to make repairs at the expense of the LANDLORD as provided in § 1942 of the Civil Code of the State of California, and all right provided for by § 1941 of said Civil Code.

b. The TENANT will not commit or suffer to be committed any waste upon said premises or any public or private nuisance provided, however, TENANT shall have the right to make or cause to be made any alterations of the premises or any part thereof, without the written consent of the LANDLORD first had or obtained, for the purpose of adapting the premises to the uses provided for under this lease.

Micro Filmed

7. Fire Insurance. TENANT may at its own expense maintain a policy or policies of fire insurance with such endorsements as it chooses on the building located on the leased premises and upon its fixtures therein. In the event that TENANT provides such insurance coverage, in the case the premises shall be partially or totally destroyed by fire or other casualty insurable under said insurance, TENANT may elect to repair or rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage. If TENANT gives notice of its election to repair or rebuild within ninety (90) days after such damage and destruction, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

8. Surrender of the Premises. TENANT shall promptly surrender the premises to LANDLORD at the expiration of the term of this lease in good order and repair, reasonable wear and tear and damage of the elements excepted.

9. Binding on Successors. Subject to the conditions herein, the terms and provisions of this lease shall be binding upon and inure to the benefit of the successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

CITY OF DAVIS, a municipal corporation

BY _____

BY _____

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

FILED
JUN 14 1971
LAWRENCE P. HENRIOUN, Clerk
By Barbara A. Rodriguez
Deputy

AGREEMENT NO. 71-402

THIS AGREEMENT dated this 7th day of June, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CARMEN GIEDT, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY is operating a Youth Services Bureau that maintains its office at the Broderick Christian Center, 110 Sixth Street, Broderick, California.

Micro Fiched

2. By agreement with the University of California, COUNTY has obtained the services of qualified students planning courses in social work to provide additional juvenile casework services to better serve the young people of Yolo County.
3. COUNTY desires to retain the services of CONTRACTOR, and CONTRACTOR desires to provide services to train and supervise the students providing the additional juvenile casework.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to train and supervise the students providing additional juvenile casework to COUNTY for twenty (20) hours each week during the term of this agreement under the instructions of the Youth Services Bureau of Yolo County.
2. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay CONTRACTOR monthly for services rendered pursuant to this agreement in the sum of $240.00 for the month of June, 1971, and in the sum of $360.00 for the months of July and August, 1971.

XEROX COPY

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. The term of this agreement shall commence on June 1st, 1971, and shall continue until August 31st, 1971.

B. In the performance of the work, duties and obligations devolving upon her under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor practicing her profession of supervisor and trainer of juvenile caseworkers. COUNTY shall not have nor exercise any control or direction over the methods by which CONTRACTOR shall perform her work and function except that CONTRACTOR by this agreement agrees to perform her work and functions at all times in strict accordance with currently approved methods and practices in her profession and that the sole interest of COUNTY is to assure that said work and function shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiched

C. No alteration or variation of the terms of this agreement shall be valid unless made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

CONTRACTOR:

_____
CARMEN GIEDT

YOLO COUNTY
AGREEMENT NO. 71-403
Page 1

03-Yol-16/113 41.3/10.6

03356 - 163601

Main Street (State Route 16) at California Street, and East Street (State Route 113) at Beamer Street

District Agreement No. 529

FILED
JUL - 6 1971
LAURENCE P. HENIGAN, Clerk
By Phyllis E. Thomas Deputy

THIS AGREEMENT, MADE AND ENTERED INTO THIS 7th DAY OF June, 1971

BY AND BETWEEN

CITY OF WOODLAND,
a body politic and a municipal corporation of the State of California, hereinafter referred to as "CITY"

AND

Micro Fiched

COUNTY OF YOLO,
a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

STATE OF CALIFORNIA
acting by and through its Business and Transportation Agency, Department of Public Works, Division of Highways, hereinafter referred to as "STATE"

XEROX COPY

WHEREAS, STATE, CITY and COUNTY contemplate installation of traffic control signal system and safety lighting at the intersection of California Street with State Highway Route 16 (Main Street), Location 1; and installation of traffic control signal system, safety lighting and roadway construction at the intersection of Beamer Street with State Highway Route 113 (East Street), Location 2; a portion of which is situated within the City of Woodland, County of Yolo, and desire to specify herein the terms and conditions under which said system is to be installed, financed and maintained.

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NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

STATE AGREES:

(1) To install the traffic control signal systems and safety lighting and perform roadwork hereinbefore mentioned, through construction by contract with construction contractors licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and work completed in conformity with plans and specifications of STATE.

(2) To bear the entire expense of preparation of plans and specifications, and STATE'S share of construction engineering costs ((including all direct and indirect costs (functional and

administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs required to complete the installations referred to herein, such share to be a sum bearing the same proportion to the total cost of installation of the traffic control signal systems and safety lighting as the number of legs of highways under jurisdiction of STATE at the intersections involved bears to the total number of legs of highways at such intersections.

(3) To maintain and operate the entire traffic control signal systems and safety lighting as installed.

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SECTION II

CITY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $37,510.00, which figure represents CITY'S estimated share of construction engineering costs and construction costs required to complete the installations at Locations 1 and 2 referred to herein.

The actual amount of CITY'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures))

and construction costs will be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum bearing the same proportion to the total cost of installation of the traffic control signal systems and safety lighting as the number of legs of highways under jurisdiction of CITY at the intersections involved bears to the total number of legs of highways at such intersections, and the entire cost of roadwork at Location 2, as estimated for completion of said work, as shown on "Exhibit A".

Micro Filmed

(2) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said traffic control signal systems and/or safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of traffic signals and safety lighting on State highways within the CITY which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum bearing the same proportion to the total cost of maintenance and operation of said traffic control signal systems and/or safety lighting as the number of legs of highways under jurisdiction of the CITY bears to the total number of legs of highways at such intersection.

(3) To furnish the necessary right of way unless otherwise provided for and to certify to STATE that the right of way is owned by CITY or that CITY has Right of Entry to do work prior to June 15, 1971.

SECTION III

COUNTY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $4,425.00, which figure represents COUNTY'S estimated share of construction engineering costs and construction costs required to complete the installation at Location 1 referred to herein.

Micro Filmed

The actual amount of COUNTY'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs will be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum bearing the same proportion to the total cost of installation of the traffic control signal systems and safety lighting as the number of legs of highways under jurisdiction of COUNTY at the intersection involved bears to the total number of legs of highways at such intersection.

(2) To reimburse STATE for COUNTY'S proportionate share of the cost of maintenance and operation of said traffic control signal systems and/or safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of traffic signals and safety lighting on State highways within the COUNTY which is in effect at the time said costs are incurred, or if no

such agreement exists, such share to be a sum bearing the same proportion to the total cost of maintenance and operation of said traffic control signal system and/or safety lighting as the number of legs of highways under jurisdiction of the COUNTY bears to the total number of legs of highways at such intersection.

(3) To furnish the necessary right of way unless otherwise provided for and to certify to STATE that the right of way is owned by COUNTY or that COUNTY has Right of Entry to do work prior to June 30, 1971.

SECTION IV

Micro Filmed

It is mutually understood and agreed:

(1) That obligations of STATE under terms of this Agreement are subject to the allocation of funds by the California Highway Commission.

(2) That neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY and/or COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and/or COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY and/or COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY and/or COUNTY under or in con-

nection with any work, authority or jurisdiction delegated to CITY and/or COUNTY under this Agreement.

(3) That neither CITY, COUNTY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY and COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY and COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY and COUNTY under this Agreement.

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(4) That, should any portion of the project be financed with Federal Funds or State Gas Tax Funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

J. A. LEGARRA
State Highway Engineer

By _____
District Engineer

Micro Filmed

CITY OF WOODLAND

By _____
Mayor

Attest: _____
City Clerk

Approved as to form and procedure

_____
City Attorney

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Attest: LAURENCE P HENIGAN
Clerk of the Board of Supervisors
By _____
DEPUTY

Approved as to form and procedure

_____
Deputy County Attorney Counsel

EXHIBIT "A"

03-Yol-16/113 41.3/10.6
Agreement No. 529

City's Cost of Roadway Construction
at Location 2 (Beamer Street)

Micro Fiched

Agreed Quantity	Unit	Item	Estimated Price	Estimated Amount
135	C.Y.	Roadway Excavation	$ 5.00	$ 675.00
175	Ton	Class 3 Aggregate Base	5.00	875.00
1	Ton	Asphaltic Emulsion (fog seal coat, paint binder and prime coat)	100.00	100.00
130	Ton	Asphalt Concrete (Type B)	15.00	1,950.00
4	C.Y.	Minor Concrete (curb & gutter)	100.00	400.00
		Subtotal Roadwork Items		$4,000.00
		Construction Engineering & Assessment Charges		500.00
		Total Estimated Roadwork		$4,500.00

RESOLUTION NO. 2335

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AGREEMENT FOR THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS AND HIGHWAY LIGHTING.

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an agreement for the construction, installation, and maintenance of traffic signal systems and highway lighting on Main Street at California Street and on East Street at Beamer Street within the limits of the City of Woodland, and

WHEREAS, the City Council has heard read said agreement in full and is familiar with the contents thereof;

Micro Fiched

THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that said agreement be and the same is hereby approved and the Mayor and City Clerk are directed to sign the same on behalf of said City Council.

ADOPTED this 7th day of June, 1971.

By _____
Mayor

By _____
City Clerk

ATTEST:

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Woodland at a regular meeting thereof held on June 7, 1971.

_____
City Clerk of the City of Woodland

WHITE—HEADQUARTERS
YELLOW—CONTRACTOR
PINK—DISTRICT OFFICE
GOLDENROD—FIELDMAN
GREEN—CONTROLLER
BLUE—DISTRICT OFFICE

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

AGREEMENT NO. 71-404
Sheet 1 of 3
Yol Co. Route P.M.

SOURCE		CHARGE		EXPENDITURE AUTHORIZATION		SPECIAL DESIGNATION (USE WHEN APPLICABLE)	OBJECT	No Federal Funds Involved AMOUNT
DIST.	UNIT	DIST.	UNIT	GEN. LED. / SUB ACCT. / MAINT. W/O / ROUTE NO. / WORK ORDER NO.	PREFIX	BRIDGE NUMBERS / PARCEL OR CONTR. NO. / DWG. RFTS. LOAN / CDS. ENCR. PMTS / SUB-JOB NOS. / LOCATIONS		
0 3	6 0 7	- -	- - -	5 0 3 V A R			7 4 9	6,300 00

SERVICE CONTRACT No. 36748
This number to be placed on all bills

Marysville, CALIFORNIA July 1, 19 71

Contractor County of Yolo Phone
Address c/o Herbert W. Chandler, Agricultural Commissioner
P. O. Box 175 Woodland, CA 95695

The contractor, hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Public Works, Division of Highways, in accordance with the provisions on BOTH SIDES of this form and on the attached sheets, if any, and he agrees to receive and accept as full compensation therefor the prices named herein:

To furnish labor, equipment and supplies required to control and/or eradicate Puncture Vine, Beardless Rye Grass, Johnson Grass, Russian Knapweed, Hoary Cress, Perennial Peppercress, Poison Oak, Cockle Burr, Mexican Whorled Milk Weed, Wooley Pod Milk Weed, Matrimony Vine, Bull Thistle, Purple Thistle, Yellow Star Thistle, Jimson Weed, Goat Grass, Medusa Grass, Russian Thistle, Sweet Anise and Sour Dock on State highway rights of way, County roads and other areas in the County of Yolo, as follows:

Route	Limits
128	Napa County Line to Winters
80	Solano County Line to Sacramento County Line
113	Solano County Line to Sutter County Line at Knights Landing
16	Colusa County Line to Sacramento County Line
45	Knights Landing to Colusa County Line
505	Solano County Line to Junction Route 5
84	Solano County Line to Junction Route 80
5	Between Sacramento County Line and Colusa County Line

Micro Fiched

FILED
AUG 2 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

The said Department of Public Works, Division of Highways, hereby agrees to the terms as above set forth, and hereby agrees to pay the same, provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By J. F. Rimm
Asst. District Maintenance Engineer

Approved by C. Eric Fisher
ASSISTANT OFFICE ENGINEER

Date AUG 4 1971

COUNTY OF YOLO
Contractor

By Joseph E. [illegible] Jr.
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
Title or Position

MAIL BILLS IN TRIPLICATE TO:
Division of Highways
P. O. Box 911
Marysville, CA 95901

XEROX COPY

FORM HA-284 (REV. 6-70)

A.—The Contractor shall keep himself fully informed of and at all times observe and comply with and shall cause all his agents and employees to observe and comply with all state and national laws and county and municipal ordinances and regulations and orders of public bodies which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. He shall protect and indemnify the State of California and all officers and employees thereof, including but not limited to the Director and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether by himself or his employees. If any discrepancy or any inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, or order, he shall report the same to the Engineer in writing.

B.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

C.—The Contractor shall indemnify the State against all loss and damage to his property or equipment during its use under this service contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

D.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless separate payment provision should specifically be provided for.

E.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Public Works of the State of California.

Microfilmed

F.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

G.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

It is understood that control and/or eradication of the aforementioned noxious weeds, other than puncture vine, will be undertaken on State highway rights of way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply.

Labor	$ 4.86 per hour
Spraying outfit complete	$16.00 per day
Supplies	Cost plus sales tax, if such applies

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

AMOUNT NOT TO EXCEED: $6,300.00

THIS CONTRACT EXPIRES: June 30, 1972

Micro Fiched

This contract supersedes Service Contract No. 35995.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of the Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Micro Fiched

YOLO COUNTY AGREEMENT NO. 71-405

FILED
JUL 15 1971
LAURENCE P. HENIGAN, Clerk
By Elizabeth Rodgers
Deputy

A G R E E M E N T

THIS AGREEMENT, entered into this first day of July, 1971, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University", and COUNTY OF YOLO(OFFICE OF COUNTY COUNSEL), a political subdivision, hereinafter called "Organization",

W I T N E S S E T H :

WHEREAS, University has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended, to stimulate and promote the part-time employment of students, particularly students from low-income families, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as University; and

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WHEREAS, University and Organization desire that certain of the University's students engage in work for public and private non-profit organizations under the Work-Study Program authorized by the Act; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. Organization shall utilize the services of students furnished by University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A", which is incorporated herein.

2. The work performed by such students shall be in the public interest

and shall not

a. Displace employed workers or impair existing contracts for services;

b. Involve political activity or work for any political party; or

c. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

3. Organization agrees to

a. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of University;

b. Make a report to University of time worked by students participating in the program, at least monthly;

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c. Allow no student to work for more than an average of fifteen (15) hours per week over a quarter, or other term used by the University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week; and

d. Pay to University at least FORTY percent (40%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with University in writing.

4. Compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them.

5. The services and benefits of Organization which involve the work

of such students shall be available to all persons regardless of race, color or national origin. No student shall be denied participation in the Work-Study Program because of race, color or national origin.

6. University will be responsible for all applicable employee benefits, unless otherwise agreed by the parties hereto in writing.

7. This agreement shall be subject to the availability of funds to University for the portion of the student's compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject to regulations implementing said legislation.

8. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

Micro Fiched

9. This agreement shall terminate on the 30th day of June, 1972, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By Allen G. Marr 7-13-71
Allen G. Marr, Dean
Research Development

By Joseph Sinigaux Jr.
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated .....

County Counsel of Yolo County

EXHIBIT "A"

Name of Organization with which written student employment agreement has been made:

COUNTY OF YOLO
Courthouse
Woodland, California 95695

Charles R. Mack
County Counsel

Micro Fiched

Student Aid II $3.00 per hour	Under direction and direct supervision of the County Counsel, aids in legal research, legal analysis, preparation for trial, investigation of facts and limited interviews of clients.

Board

FILED
JUN 28 1971
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 71- 406

(Agreement for Youth House Summer Program)

THIS AGREEMENT dated this 15th day of June, 1971, by and between the REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as the UNIVERSITY, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. COUNTY is operating a Youth Services Bureau that maintains a Youth House at 631 Third Street, Broderick, California.
2. COUNTY desires to provide a summer program for the youth served by its Youth Services Bureau in accordance with the Youth House Summer Program Project proposal attached hereto marked Exhibit "A" which is incorporated by reference herein.
3. UNIVERSITY is willing to administer the funds and recruit, train and supervise the staff for such a program.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, UNIVERSITY agrees to provide through its Community Service Office the Youth House Summer Program for the youth served by the Youth Services Bureau of COUNTY at the Youth House, 631 Third Street, Broderick, California, in accordance with the project proposal set forth in Exhibit "A" hereto.
2. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay to UNIVERSITY the sum of $3,000.00, payment to be made at the time of execution of this agreement.
3. IT IS MUTUALLY AGREED AS FOLLOWS:
   a. The term of this agreement shall commence on June 15th, 1971, and shall end on September 10th, 1971.

b. In the event that UNIVERSITY expends less than $3,000.00 paid hereunder in accordance with the budget comprising a portion of the project proposal set forth in Exhibit "A" hereto, UNIVERSITY shall refund the unexpended balance not later than September 30th, 1971.

c. No alterations or variations in the term of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless so made, shall be binding on the parties.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation

BY _____

Margaret J. Crawford
Coordinator Community Services/UCD

EXHIBIT "A"

PROJECT PROPOSAL - YOUTH HOUSE SUMMER PROGRAM

June 15, 1971 to Sept. 10, 1971

The Youth House Summer Program is aimed at developing a center of community youth development. Presently the program consists of several activity groups and weekly gatherings. This summer we hope to enhance this program by instigating a new pilot project of offering a twenty-four hour crisis line and an open nine hour counselling drop-in center. The purpose of this program is to better meet the needs of the youth referred to the Youth Service Bureau and the community. It is hoped this program will give these people a feeling that the Youth House is a place where they feel accepted, and at the same time a valuable resource for working out problems, learning skills, and building community youth support.

The summer program will have the following projects:

-24 hour crisis line dealing with alienation, drug problems, et cetera.

- 9 hour open counselling service from 3:00 P. M. to 12:00 P.M. daily.

-8-12 year old recreation program (sponsored by Community Services of the University of California at Davis.)

-14-18 year old small group activity program

-Arts and crafts workshop center located in the House.

Possible projects that may be started:

-Youth employment center

-Ecology collection center

-Tutoring

-Music and dramatic workshops

It should be noted that the Community Service office of the University will administer as well as help support the program.

Staffing required for operation of this program includes:

(All salaries except Youth Aids cover a ten week pay period with two weeks unpaid vacation)

Coordinator - Administrative director of the program who will be in charge of community relations and work with parents, financing, and support.

	week	summer
Salary:	$80	$800

Live-in Counselors (2) - Will be in charge of crisis line and counselling during drop-in periods, along with upkeep of the House

	week	summer
Salary:	$47.50	$475
	$47.50	$475

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Program Director - (Possibility of hiring a second director with funds from Community Services office of the University of California)
In charge of activity group programs and arts and crafts workshop.

	week	summer
Salary:	$65	$650

Youth Aids (3) - (possibility of hiring more through Neighborhood Youth Corps) Provide tie-in with the youth of the community and assist with the program. (Part time eight weeks)

	week	summer
Salary:	$15.00	$120
	$15.00	$120
	$15.00	$120

Additional expenditures:

Support of program activities; supplies	$240
Total expenditures for summer	$3000.00

AGREEMENT NO. 71-407

CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of Yolo (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 19 72, will furnish personnel to make postaudits of property of assessees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $7,000.00 The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

Micro Filmed

IN WITNESS WHEREOF, we set our hands this 21st day of June, 1971

COUNTY OF Yolo
Address P.O. Box 1098
Yolo County Courthouse
Woodland, California, 95695

By Ralph Capizzano Jr.
Title CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

By
Executive Secretary

XEROX COPY

FILED
JUL 16 1971
LAURENCE P. HENIGAN, Clerk
By Deputy

Approved as to Form
Date 6-22-71
County Counsel of Yolo County

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

Executive Secretary

PT-47 REV. 1 (5-69)

FILED
JUL - 6 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 71- 408

(Agreement Amending Yolo County Agreement No. 71-401)

THIS LEASE made and entered into this 14th day of June, 1971, by and between the CITY OF DAVIS, a municipal corporation, hereinafter referred to as LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as TENANT,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY OF YOLO has authorized and executed Agreement No. 71-401, it being the desire of the parties to make changes in certain provisions to more completely reflect the terms of our agreement;

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Leasing and Term. LANDLORD hereby leases to TENANT, and TENANT hereby hires from LANDLORD the house and lot owned by LANDLORD located at 510 Fifth Street, Davis, Yolo County, California, for a term of five (5) years commencing on July 1, 1971.

2. Rent. The rent therefor shall be the sum of One Dollar ($1.00) per year payable on the first day of each year of the term.

3. Use of the Premises. TENANT shall use the premises only as offices or for programs of the County Health Officer.

4. Assignments and Subletting. TENANT shall neither assign this lease nor sublet the whole or any part of the premises without the written consent of LANDLORD.

5. Utilities. TENANT shall pay for all utilities, including but not limited to water, gas, electricity, garbage removal, and telephone services.

6. Repairs and Alterations.

a. The TENANT will at its sole cost and expense keep and maintain said premises and every part thereof except the roof and sidewalls, which LANDLORD agrees to repair, but including glazing and the interior of the premises in good and sanitary order, condition and repair, hereby waiving all right to make repairs at the expense of the LANDLORD as provided in § 1942 of the Civil Code of the State of California, and all right provided for by § 1941 of said Civil Code.

Micro Fiched

b. The TENANT will not commit or suffer to be committed any waste upon said premises or any public or private nuisance provided, however, TENANT shall have the right to make or cause to be made any alterations of the premises or any part thereof, without the written consent of the LANDLORD first had or obtained, for the purpose of adapting the premises to the uses provided for under this lease.

7. Fire Insurance. TENANT may at its own expense maintain a policy or policies of fire insurance with such endorsements as it chooses on the building located on the leased premises and upon its fixtures therein. In the event that TENANT provides such insurance coverage, in the case the premises shall be partially or totally destroyed by fire or other casualty insurable under said insurance, TENANT may elect to repair or rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage. If TENANT gives notice of its election to repair or rebuild within ninety (90) days after such damage and destruction, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

8. Surrender of the Premises. TENANT shall promptly surrender the premises to LANDLORD at the expiration of the term of this lease in good order and repair, reasonable wear and tear and damage of the elements excepted.

9. Binding on Successors. Subject to the conditions herein, the terms and provisions of this lease shall be binding upon and inure to the benefit of the successors and assigns of LANDLORD and TENANT.

10. Termination. Notwithstanding anything to the contrary in this instrument contained, this lease may be terminated by LANDLORD at any time after three (3) years next following the commencement of the term hereof upon the following conditions:

a. Notice in writing must be given by LANDLORD to TENANT sixty (60) days prior to such termination.

Micro Fiched

b. If TENANT has, prior to such notice being given by LANDLORD, expended monies to make alterations to the premises pursuant to sub-paragraph (b) of Paragraph 6 hereof, then upon termination LANDLORD shall pay to TENANT a sum equal to the cost of such alteration ~~divided~~ multiplied by a fraction, the denominator of which shall be 60 and the numerator of which shall be a number equal to the number of months remaining from the termination of the lease to June 30, 1976. Provided, however, that such reimbursement shall not be applicable to any monies expended for alterations in excess of Eleven Thousand Dollars ($11,000.00).

V.A.A. K.G.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

CITY OF DAVIS, a Municipal Corporation

BY _____
MAYOR

ATTEST:

_____
HOWARD L. REESE
CITY CLERK

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY _____
DEPUTY

(SEAL)

FILED

JUL - 2 1971

LAURENCE P. KENIGAN, Clerk
By Barbara A. Rice
Deputy

AGREEMENT NO. 71-409

CO-OPERATIVE AGREEMENT

COUNTY ROAD 24 BETWEEN COUNTY ROAD 101 AND 102

THIS AGREEMENT made and entered into this 21st day of June, 1971, by and between the County of Yolo, hereinafter called "Yolo" and the City of Woodland, hereinafter called "City".

WHEREAS, the County contemplates the widening and improvement of County Road 24 between County Road 101 and 102 and

WHEREAS, such widening will be on the south side of the existing roadway and will require an additional 20 foot of right of way, and

WHEREAS, City has a 30' width of land adjacent to the South line of Road 24 and maintains a drainage ditch within said 30' and

Micro Fiched

WHEREAS, it will be necessary for County to acquire 20' of said City right of way and relocate said ditch in conjunction with road widening.

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived as a result of this work the parties agree as follows:

ARTICLE I

City agrees as follows:

1. To release and quitclaim to County, a strip of right of way 20 feet wide as shown on the attached right of way map which is made a part of this agreement.

2. Authorize County to enter upon this 20 feet of right of way and relocate city ditch to the South on a new right of way provided by County all in accordance with the plans approved by County Director of Public Works and the City Public Works Director.

XEROX COPY

ARTICLE II

County agrees as follows:

1. To acquire at no cost to city, fee title to a strip of land 20 feet in width south of the City's existing right of way all in accordance with the aforementioned right of way map, said acquisition to be accomplished at no cost to City.

2. County will relocate City ditch and place culverts all as indicated on the aforementioned plans.

3. County agrees that, in the event City needs additional capacity in the 65" x 40" arch culvert at approximate engineer station 29+90 (approximately 2588.62 feet east of the center line of County Road 101), County will either purchase and clear the right of way which has been omitted and construct an open channel or replace said pipe with either a larger or parallel line to meet the required capacity.

ARTICLE III

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It is mutually agreed that the aforementioned work will be accomplished at no cost to the city and that the city will not charge the county for any of the right of way dedicated to county under Article I.

IN WITNESS WHEREOF, the parties have hereunto set their hand the day and year first above written.

COUNTY OF YOLO

Approved as to form

County Counsel

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

CITY OF WOODLAND

City Attorney

MAYOR

CITY CLERK

FILED
JUN 29 1971
LAURENCE E. BRINSON, Clerk
By [illegible] Deputy

AGREEMENT NO. 71-410

(Supplemental Day Care Agreement)

THIS AGREEMENT made and entered into this 21st day of June, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, hereinafter referred to as DAY CARE,

W I T N E S S E T H:

Micro Filmed

RECITALS:

1. The parties hereto entered into Yolo County Agreement No. 70-332 which provided for the provision of day care services for COUNTY by DAY CARE for a period commencing July 1st, 1970 and ending June 30th, 1971.
2. The amount to be paid to DAY CARE by COUNTY for such services was based upon a budget prescribing a certain sum for substitute employees. During the term of said agreement, it has been and will be necessary for DAY CARE to provide for additional services of substitute employee services of a total expense to DAY CARE of $983.
3. COUNTY desires to provide for the amount of such additional services.

AGREEMENTS:

1. In consideration of the covenants and agreements set forth herein and subject to all the terms and conditions hereof DAY CARE has and will provide the services of substitute employees in connection with the operation of the Day Care Program governed by Yolo County Agreement No. 70-332 in accordance with the description thereof placed on file with the Board of Supervisors.
2. In consideration of the covenants and agreements set forth

XEROX COPY

herein COUNTY agrees to pay DAY CARE the sum of $983 for said substitute services.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Joseph Espigare Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Ida E Lucas
DEPUTY

(SEAL)

Micro Filmed

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY _____
President

BY _____
Secretary

AGREEMENT NO. INT-688-1

YOLO COUNTY AGREEMENT NO. 71-411

AGREEMENT

BETWEEN

THE CALIFORNIA STATE
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT

AND

COUNTY OF YOLO

FILED
DEC - 1 1971
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

THIS AGREEMENT, entered into this 22nd day of June, 1971, by and between the California State Department of Human Resources Development, hereinafter referred to as "Department", and County of Yolo, hereinafter referred to as "User Agency",

Micro Fiched

WITNESSETH THAT:

WHEREAS, there has been established within the Manpower Administration of the United States Department of Labor a "Supplemental Training and Employment Program", hereinafter referred to as "STEP", having as its purpose a program of work experience and training designed to provide short-term meaningful, supplemental experience and training in the public and private nonprofit sectors of the economy.

WHEREAS, the Federal Government has obtained workman's compensation insurance coverage through a national insurance carrier; and

WHEREAS, the Department has obtained general liability insurance to protect enrollees, and User Agencies participating in this program.

WHERRAS, STEP is intended to provide temporary financial assistance to these individuals as well as to enhance their prospects for future employability; and

WHEREAS, the parties hereto are desirous of implementing and conducting the STEP project described below;

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

USER AGENCY

(1) The User Agency represents that it desires and is able to provide and does hereby agree to make available 15 suitable skill training and/or work experience slots, at the work site(s) and in the respective occupations described in the attached schedule, marked "Exhibit I" and hereby incorporated by reference as a part of this Agreement, for those eligible STEP participants, hereinafter referred to as "enrollees", who are selected and referred to the User Agency by the Department and who meet the minimum qualifications established by the User Agency. Except as specifically noted in Exhibit I, all slots shall provide forty (40) hours per week of full-time employment or training, including such released time as may be made available pursuant to paragraph (5).

Micro Fiched

(2) Each enrollee shall be enrolled for an initial thirteen (13) week period, subject to the right of the Department in its discretion to recertify that enrollee to that slot, or another suitable slot, for a second thirteen (13) week period. The maximum consecutive enrollment for any enrollee shall not exceed thirty-nine (39) weeks; provided, however, that an enrollee who has previously been placed in full-time employment may, if the Department determines such placement to have been unsatisfactory, be reenrolled for another initial thirteen (13) week period and shall thereafter be eligible for recertification to a second thirteen (13) week period.

(3) The User Agency understands that the Department reserves the right at any time to terminate an enrollee's participation in the project. Among other reasons, an enrollee shall be terminated upon his placement in full-time employment or a full-time training course. Should an enrollee's performance prove unsatisfactory, due to misconduct, excessive tardiness or unexcused absence, inability to conform to work routine or to complete assigned duties, or any other cause, the User Agency and the Department shall determine the appropriate remedy, which may include counseling, change in duty or work site assignment, or termination.

(4) Should an enrollee be terminated prior to the expiration of his enrollment period, the User Agency shall replace him in that slot with another eligible enrollee, referred by the Department, who shall be eligible for a full term, subject to expiration or termination of this Agreement.

Micro Fiched

(5) An enrollee shall not participate in his training at the work site for more than forty (40) hours in any one week; and, subject to prior arrangements between the User Agency and the Department, an enrollee shall be released from his training or work to receive supplemental instruction or to attend counseling sessions, orientation, job interviews, or similar STEP-related functions.

(6) The User Agency agrees to treat the participating enrollee in the same manner as its other, regular employees of comparable experience and ability in similar occupations at the work site(s), including assignment to the enrollee of the duties required of its regular staff in similar occupations and, where

necessary, the furnishing to the enrollee of the same or similar equipment or tools as used by the regular employees.

(7) The User Agency shall provide proper supervision for each enrollee at the work site, which shall insofar as is reasonable and practicable be in accordance with the standards prescribed by the Department.

(8) The User Agency shall maintain such current time sheets or schedules, books and other records relating to the enrollees as may reasonably be required by the Department and, pursuant to prior arrangements between the parties, shall regularly and promptly prepare and submit to the Department a Stipend Request and Authorization, Form ES-952 (STEP).

(9) The authorized representatives of the Department shall have access to the premises of the User Agency at all reasonable hours for such purposes as monitoring the STEP project, counseling or advising the enrollees, and inspecting the books and records.

Micro Fiched

(10) The User Agency shall not reduce the level of its work training as a result of this Agreement or any renewal or extension thereof. The User Agency assures that this project will not be used to displace any of its full-time or part-time regular employees or to substitute for authorized vacancies existing on its staff or to impair, in any way, employment or earning opportunities for its regular employees.

(11) The User Agency shall, unless the parties otherwise provide, abide by and comply with all training or work experience standards, rules, policies, guidelines and procedures adopted by the Manpower Administration and imposed upon the Department for implementation of projects under STEP.

(12) All work and training opportunities and all work sites and facilities shall be provided and maintained in accordance with applicable local, state, and federal law.

ARTICLE II

DESCRIPTION OF USER AGENCY

Name: County of Yolo

Address: Court House, Woodland, Ca

Contact Person: Floyd E. McCain

Title: Personnel Director

The representative of the User Agency whose name appears above shall consult with the Department regarding enrollee placement in STEP and all other program-related matters which may develop during the term of this Agreement.

ARTICLE III

DEPARTMENT

In consideration of the foregoing, the Department agrees:

(1) To the extent that the Department determines they are available, to select and refer to the User Agency eligible enrollees for the occupations listed in the attached Exhibit I and additional eligible enrollees whenever vacancies occur by reason of termination or other cause.

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(2) To arrange, upon receipt of the time sheets and other necessary and related information from the User Agency, for the payment of stipends to all enrollees referred; provided, however, that the User Agency shall not be liable for the payment of said stipends or any other monies to said enrollees for their training, work experience, subsistence, transportation or other purpose.

(3) To monitor the project and the enrollees at their work site(s) at reasonable hours and as frequently as may be necessary and appropriate.

(4) To furnish the User Agency with copies of all STEP standards, rules, guidelines, procedures, forms, and other information which it deems necessary for the proper conduct by the User Agency of this program and in all other respects to cooperate with the User Agency.

ARTICLE IV

CONFIDENTIALITY OF ENROLLEE RECORDS

The User Agency agrees to maintain the confidentiality of any information regarding enrollees or their immediate families which may be obtained from any source. Without permission of the enrollee, such information shall be divulged only as necessary for purposes related to the performance of this Agreement and to persons having responsibilities under this Agreement or in accordance with law.

ARTICLE V

Micro Fiched

TERM

This Agreement shall terminate on December 31, 1971, unless the parties shall otherwise provide in writing or unless terminated by either party upon thirty (30) days written notice.

AMENDMENT

To amend, or to make any deletions, or additions to this Agreement, a new and separate Agreement must be executed in writing which will have the effect of terminating and superseding this Agreement.

ARTICLE VII

ASSIGNMENT

Any delegation of duties under this contract will make the contract voidable at the option of the Department.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF YOLO
(User Agency)

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Typed Name)

ATTEST: CLERK
LAWRENCE P. HENIGAN, CLERK
BY: _____ Deputy

Approved as to Form
Dated 6-22-71
County Counsel of Yolo County

CALIFORNIA STATE DEPARTMENT
OF HUMAN RESOURCES DEVELOPMENT

BY: _____
Harry Frederick
(Typed Name)

Farm Labor Officer IV
(Title)

Micro Fiched

SUPPLEMENTAL TRAINING AND EMPLOYMENT PROGRAM
MEMORANDUM OF AGREEMENT

EXHIBIT I

1. OCCUPATIONS (Job Title)	2. NO. OF SLOTS	3. WORK SITES (Location)	4. BRIEF DESCRIPTION OF OCCUPATIONS
Typist Clerk I Trainee	1	Welfare Dept.	Learn general office duties, typing from dictaphone; operate copy machine; routine filing.
Eligibility Worker Asst.	1	Welfare Dept.	To learn to determine initial and continuing eligiblity for one or more of the categorical aid programs in accordance with established procedure.
Equipment Serviceman, Trainee	1	Public Works	Learn to fill gasoline tanks, add and change oil; fill batteries and lubricate cars and trucks; keep records of gasoline, oil and lubricants dispensed.
Assistant Printer, Trainee	1	General Services and Purchasing	To assist County Printer in operating offset duplicating equipment; cut paper stock and perform other duties in the print shop.
Nurse's Aide, Trainee	6	Hospital	Learn routine duties necessary for the care of patients in the hospital; makes beds, give baths; give bedpan and urinal services.
Typist Clerk I Trainee	2	Hospital	Learn general office duties, typing from dictaphone; operate copy machine; routine filing.

Micro Fiched

SUPPLEMENTAL TRAINING AND EMPLOYMENT PROGRAM
MEMORANDUM OF AGREEMENT

EXHIBIT I

1. OCCUPATIONS (Job Title)	2. NO. OF SLOTS	3. WORK SITES (Location)	4. BRIEF DESCRIPTION OF OCCUPATIONS
Porter	2	Hospital	Learn general cleaning & custodial work; clean, wash and mop floors, walls, furniture and woodwork.
Group Worker	1	Probation	Learn to supervise, observe, and assist in orienting wards at the Juvenile Hall; organize and direct recreational activities.

Page 2 of 2
Micro Fiched

FILED
JUN 28 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 71-412

THIS AGREEMENT made and entered into this 28th day of June, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, by and through the Grand Jury of the County of Yolo, hereinafter referred to as GRAND JURY, and BARTIG, BASLER & RAY, certified public accountants, of the City of Sacramento, State of California, hereinafter referred to as AUDITORS,

Micro Fiched

W I T N E S S E T H:

1. EMPLOYMENT. GRAND JURY after having been first empowered so to do by the Superior Court of the State of California, in and for the County of Yolo, has employed and does employ AUDITORS in accordance with the following terms and conditions for the purpose of making a careful and complete audit and examination of the books, records and accounts of all of the officers of said County of Yolo in accordance with § 925 of the California Penal Code for the period beginning July 1, 1970 and ending June 30, 1971, and the AUDITORS hereby accept said employment and agree to perform such an audit in accordance with the terms and conditions of this agreement and in accordance with the proposal of GRAND JURY.

2. SCOPE OF AUDIT. Said audit shall specifically include tests of the accounting records, receipts, disbursements and financial transactions, tax roll accountability, Board of Supervisors allowances, road funds, tax redemption, collateral, securities and all other accounts, books, papers, documents, files and correspondence necessary to complete a thorough and practical audit covering all county offices, departments, agencies, institutions and offices of the said County of Yolo, and the governmental departments and

functions thereof, all in accordance with accepted governmental auditing practices. Said audit shall also include an audit of the books and records of the justice courts of the County of Yolo, which books and records shall be audited in accordance with the methods prescribed in that certain pamphlet entitled "Standard Audit Program for Municipal Courts and Justice Courts" prepared by the Controller of the State of California. Said audit shall not include school districts and other special districts under the direction of locally elected governing boards.

3. LIAISON. AUDITORS shall designate one of their members to act as liaison between AUDITORS and GRAND JURY acting by and through the duly appointed chairman of the Audit Committee of GRAND JURY.

4. AUDIT PERSONNEL. AUDITORS shall use only qualified and experienced personnel in conducting the audit particularly those interested in auditing procedures.

Micro Fiched

5. REPORTS.

a. Report upon Recommendations. AUDITORS shall make a report to the Audit Committee of GRAND JURY as soon as reasonably possible after commencing the audit as to whether or not the recommendations in the 1970 Grand Jury audit report have been carried out or are being carried out by the various county departments involved.

b. Progress Reports. AUDITORS shall make progress reports periodically during the course of this engagement and shall confer with the Audit Committee of GRAND JURY before the final preparation of the audit report.

c. Preliminary Findings and Temporary Reports. AUDITORS shall make such preliminary findings and temporary reports to the GRAND JURY as may be advisable should the audit and examination disclose any matter or matters which may be deemed advisable or expedient to bring to the immediate

attention of the GRAND JURY. Such preliminary report or statement may be made orally to GRAND JURY by AUDITORS or in such written or temporary manner as may be agreed upon.

d. Audit Report. Said audit shall be completed and reports thereon furnished not later than December 15, 1971, together with 24 copies thereof.

6. SPECIAL STUDY AND REPORT. AUDITORS shall, with concurrence of the Audit Committee of GRAND JURY, select two county departments for special study and report.

7. COMPENSATION.

a. Amount. As full compensation for all services to be performed by AUDITORS, said GRAND JURY hereby agrees to pay said AUDITORS the sum of $8,400.00 for all services rendered.

Micro Fiched

b. Payment. Said compensation shall be paid upon an itemized statement made upon completion of final audit report and acceptance thereof by GRAND JURY.

c. Statement. AUDITORS shall submit an itemized statement with their claim for services rendered showing the number of hours worked, the name of each person who conducted any part of the audit and the number of hours worked by each such person.

8. DETAIL WORK. Notwithstanding the foregoing, it is expressly understood that in the event AUDITORS encounter any circumstances in the conduct of the audit or irregularities or unforeseen conditions which warrant more detailed investigation or audit not within the scope of a general audit, such circumstances shall be immediately reported to GRAND JURY and if deemed necessary, this agreement may be amended to provide for a more detailed audit and for additional compensation to be paid therefor. In the event such circumstances are encountered, AUDITORS shall immediately report such matter to GRAND JURY for approval of a more detailed

investigation or audit.

9. OTHER EMPLOYMENT. During the term of this agreement AUDITORS shall not accept any employment by the County of Yolo or its officers, agents or employees without the consent of GRAND JURY.

IN WITNESS WHEREOF, the Jury has caused this agreement to be executed in accordance with the terms of § 926 of the California Penal Code, and the AUDITORS have executed this agreement, all on the day and year herein first above written.

GRAND JURY of the County of Yolo

BY Joseph Borges
JOSEPH BORGES, Foreman

BY Cynthia Cole
CYNTHIA COLE, Secretary

Micro Fiched

BARTIG, BASLER & RAY - AUDITORS

BY
General Partner

Compensation provided in Agreement
Approved for the 1971 Yolo County
Grand Jury

JAMES C. MCDERMOTT
Judge of the Superior Court

WARREN K. TAYLOR
Judge of the Superior Court

BOARD OF SUPERVISORS OF THE COUNTY
OF YOLO, STATE OF CALIFORNIA

BY
JOSEPH ESPIGARES, JR., Chairman

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers DEPUTY
(SEAL)

FILED

JUL 12 1971

LAURENCE P. HENIGAN Clerk

By Barbara A Rodgers
Deputy

AGREEMENT NO. 71-413

(Agreement Extending Term of Receiving Home Agreement)

THIS AGREEMENT by and between the County of Yolo, a political subdivision, hereinafter called COUNTY, and JAMES GRIFFIS and JOANNE GRIFFIS, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and CONTRACTOR entered into an agreement for receiving home for dependent and neglected children dated December 3th, 1969, Yolo County Agreement No. 69-229, whereby CONTRACTOR agreed to provide receiving home services for COUNTY for a period terminating on June 30th, 1970.
2. By Yolo County Agreement No. 70-315, the term of Agreement No. 69-229 was extended to June 30, 1971.
3. COUNTY and CONTRACTOR desire to further extend the term of said agreement No. 69-229.

AGREEMENTS:

1. The term of said Agreement No. 69-229 is extended to and shall terminate on June 30th, 1972.
2. In all other respects the terms and conditions of said Agreement No. 69-229 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 28th day of June, 1971.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY Barbara A Rodgers
DEPUTY

CONTRACTOR:

(SEAL)

_____
JAMES GRIFFIS

_____
JOANNE GRIFFIS

FILED
JUN 28 1971
LAWRENCE P. HERRIGAN, Clerk
By Barbara A. Rogers
Deputy

AGREEMENT NO. 71 -414

L E A S E

THIS LEASE, made and entered into by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LESSOR, and BERRYESSA AMATEUR RADIO KLUB, an incorporated association, hereinafter referred to as LESSEE,

W I T N E S S E T H:

Micro Fiched

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Leasing and Term: LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the smaller of the two rooms constituting the southern one-third (1/3) of the following described real property:

Cement block building approximately 12' x 26' located approximately 300 feet East of the State Division of Forestry lookout building located on Mt. Berryessa in Yolo County, along with the use of any right of access the COUNTY may have, for a term of one (1) year, commencing July 1, 1971.

2. Rent: The rent therefor shall be the sum of One Dollar ($1.00), payable on the first day of the term.

3. Conditions: This lease is made subject to LESSEE'S acqusition of lawful right of way permits from all agencies and private parties other than LESSOR. LESSEE also hereby agrees to acquire all necessary permits to engage in activities conducted upon the premises.

4. Use of Premises: LESSEE shall use said premises only as an amateur radio repeater site, to be used strictly for amateur service (non-commercial), and in connection with County of Yolo emergency situations as a back up frequency as requested by the Yolo County Disaster office, Communications Department and/or

the American Red Cross.

5. Assignment and Sub-Letting: LESSEE shall neither assign this lease, nor sub-let the whole or any part of said premises, without the written consent of LESSOR.

Micro Fiched

6. Waiver of Benefits: LESSEE hereby waives all rights and benefits under Section 1941 and 1942 of the California Civil Code and hereby releases, and promises to indemnify and save harmless LESSOR from any and all claims, demands, liabilities and actions for damages which may be sustained by LESSEE, or any other persons, during the time LESSEE may be in possession of said premises.

7. Utilities: LESSEE shall pay for all utilities including, but not limited to, water, electricity, and telephone service.

8. Waste and Alterations: LESSEE will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and LESSEE will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LESSOR first had and obtained, except such alterations as are necessary and proper to the installation and maintenance of an Amateur Radio Repeater installation.

9. Surrender of Premises: LESSEE shall promptly surrender the premises to LESSOR at the expiration of the term of this lease, in good order and repair, reasonable wear and tear and damage of the elements excepted.

10. Attorney's Fees: In the event that LESSOR should bring suit for the possession of the premises, for the recovery of any sum due under, or because of, the breach of any covenant in this lease, or for any other relief against LESSEE, declaratory or otherwise, or should LESSEE bring any action for any relief against LESSOR, declaratory or otherwise, arising out of this lease, and LESSOR should prevail in any such suit, LESSEE shall pay LESSOR a reasonable attorney's fee, which shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether

or not such action is prosectued to judgment.

11. Personal Property: LESSEE shall not vacate or abandon the premises at any time during the term, and if LESSEE shall abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the premises shall be deemed to be abandoned, at the option of the LESSOR, except such property as may be mortgaged to LESSOR.

12. Conditional Limitations: Each term and each provision of this Lease performable by LESSEE shall be construed to be both a covenant and a condition.

13. Waiver: One or more waivers by LESSOR of any covenant or condition shall be be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LESSOR'S consent to or approval of any act by LESSEE requiring LESSOR'S consent or approval shall not be deemed to waive or render unnecessary LESSOR'S consent to or approval of any subsequent similar act by LESSEE.

14. Binding on Successors: Subject to conditions herein, the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate, this 28th day of June, 1971.

LESSEE -

BERRYESSA AMATEUR RADIO KLUB
an incorporated association

by _____
Harry L. Fredericks,
President, BARK

LESSOR -
COUNTY OF YOLO, a political subdivision of the State of California

by _____
CHAIRMAN OF THE BOARD OF
SUPERVISORS, COUNTY OF YOLO
STATE OF CALIFORNIA

FILED
JUN 28 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 71-415

Agreement for Formation of Yolo - Solano Air Pollution Control District

WHEREAS, the County of Yolo has formed and activated the Yolo County Air Pollution Control District; and

WHEREAS, the County of Solano has formed and activated the Northeast Solano County Air Pollution Control District, comprising that portion of the County of Solano which lies within the Sacramento Valley Air Basin; and

WHEREAS, the Boards of Supervisors of the Counties of Yolo and Solano have appointed the undersigned members of their respective boards, to meet and to agree to merge the above mentioned County Air Pollution Control Districts, into one unified air pollution control district,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

Micro Filmed

1. Unification. The Yolo County Air Pollution Control District and the Northeast Solano County Air Pollution Control District are hereby unified into the Yolo - Solano Air Pollution Control District (hereinafter called the DISTRICT) pursuant to the provisions of Article 7, Chapter 2, Division 20 of the California Health and Safety Code. Said district shall forthwith commence to exercise the powers and carry out the duties granted and required by law.

2. Boundaries and Zones. The district shall include all of the County of Yolo and that portion of the County of Solano which lies within the Sacramento Valley Air Basin presently designated as the Northeast Solano County Air Pollution Control District. Each county, or portion of a county, within the district shall be a zone of the district.

3. Air Pollution Control Board. The Boards of Supervisors of the County of Yolo and the County of Solano shall be the Air Pollution Control Board of the district.

4. Voting Procedures.

a. Each member of the Air Pollution Control Board who is also a member of the Board of Supervisors of the County of Yolo shall have two votes on all matters which come before the board. Each member of the board who is also a member of the Board of Supervisors of the County of Solano shall have one vote on all such matters.

b. A quorum of the Air Pollution Control Board shall consist of eight (8) votes, provided, however, that not less than three (3) members of the Board of Supervisors of the County of Yolo and two (2) members of the Board of Supervisors of the County of Solano shall be present for voting.

c. That all acts of the Air Pollution Control Board shall require the affirmative vote of not less than a majority of a quorum; provided, however, that the adoption of a budget and transfers and revisions with respect to appropriations made therein shall require the affirmative vote of not less than eight (8) votes and of not less than two (2) members of each Board of Supervisors.

Micro Filmed

5. Treasurer. The Treasurer of the County of Yolo shall be the district treasurer.

6. Funding. The Boards of Supervisors of the County of Yolo and the County of Solano shall appropriate funds for the operation of the district in the manner provided for in Section 24337 of the California Health & Safety Code. For the purposes of determining appropriations to the district from each zone of the district, the relative population of said zones is as follows:

Yolo County Zone	70%
Northeast Solano County Zone	30%

---

7. Ratification. This agreement shall be effective when ratified by the Boards of Supervisors of the County of Yolo, and the County of Solano.

DATED: June 18, 1971

Supervisors, County of Yolo

WALLACE L. BRAZELTON
RAYMOND CHURCH
Supervisors, County of Solano

RATIFICATION

Micro Fiched

COUNTY OF YOLO
By
Chairman, Board of Supervisors
DATED: JUNE 25, 1971

COUNTY OF SOLANO
By
Chairman, Board of Supervisors
DATED JUNE 25, 1971

FILED

AUG - 3 1971

LAURENCE P. HENIGAN, Clerk

By Barbara Bolgen Deputy

AGREEMENT NO. 71-416

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 1971, by and between

Williams Construction Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Micro Fiched

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Reconstruct and widen portions of County Roads 31 and 29 as shown on the plans

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Construction plans -- County Road No. 31 (Covell Boulevard)

County Road No. 29

(Plan Index No.----------) (WO #4182)& 4188

Approved June 7, 1971 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within ninety (90) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

By _____
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By _____ Deputy

Micro Fiched

By _____

Contractor

FILED
AUG - 3 1971
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 71-417

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of June, 19 71, by and between

TEICHERT CONSTRUCTION

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Micro Fiched

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Reconstruct and widen portions of Kentucky Avenue, County Road 24 and Linden Road as shown on the plans and as directed.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

XEROX COPY

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works, Construction Plans

Kentucky Avenue - SPRR Crossing No. AF 86.1	W.O. 4152
SPRR Crossing No. AF 86.0	W.O. 4153
County Road 24 from Co. Rd. 101 to Co. Rd. 102	W.O. 4181
Linden Road at South River Road (Plan Index No. ----------)	W.O. 4176 (WO #____)

Approved June 7, 1971 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

Micro Fiche

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Ninety (90) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

Micro Fiched

APPROVED:

(County Counsel)

COUNTY OF YOLO

By Joseph Espinoza Jr
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By Barbara Rodgers Deputy

TEICHERT CONSTRUCTION

By Edward A. Teichert

Contractor

(77)

Agreement No. 71-418

Woodland, California

June 22, 1971

BARBARA KALE
Grantor

FILED
JUL - 8 1971
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-11 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Swamp Land Survey No. 306, Yolo County Surveys, more particularly described as follows:

COMMENCING at the intersection of the centerline of Alder Way with the original centerline of Linden Road, as shown on the Official Map of Linden Acres Subdivision filed in the Office of the Recorder of Yolo County in Book 4 of Maps, Page 10; thence South 67°15'48" East 2,306.71 feet along said original centerline of Linden Road; thence North 22°44'12" East 20.00 feet to a point on the North right of way line of Linden Road as described in Book 97 of Deeds, at Page 94, said point being the TRUE POINT OF BEGINNING; thence North 22°44'12" East 23.00 feet along the Easterly property line of property described in Quitclaim Deed recorded May 11, 1966, in Book 827 of Official Records, at Page 155; thence North 78°06'48" West 122.18 feet; thence South 67°15'48" East 120.00 feet along a line parallel to and 20.00 feet distance from the original centerline of Linden Road to the True Point of Beginning, containing 0.032 acres more or less.

Micro Fiched

Basis of bearing: Bondholders Committee Survey filed in M & S Book 10, Pages 39 thru 48.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

XEROX COPY

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $128.00 for the property as conveyed by Grant Deed No. 71-11 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 63194 with Western Title Guaranty Company of Woodland.

Micro Fiched

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: JUNE 21, 1971

Barbara Kales

Grantor

Recommended for Approval,

By

COUNTY OF YOLO

Chairman of the Board of Supervisors

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

Dated .....

County Counsel of Yolo County

Agreement No. 71-410

Woodland, California

PAUL A. NELSON and NORINE ROTH NELSON
Grantors

FILED
JUL - 6 1971
LAURENCE P. HENIGAN, CLERK
By Barbara Rodgers
Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-13 in the form of a Grant Deed, covering the following described property:

A 20.00 foot wide strip of land being a portion of Parcel No. 1 of Wyckoff Estate Lands according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on April 10, 1940, in Book 5 of Maps and Surveys, Page 22, more fully described as follows:

COMMENCING at the Northeast corner of said Lot 1; thence North 89°46'35" West 25.00 feet; thence South 00°17'51" West 25.00 feet to the intersection of the Southerly right of way line of Gibson Road (Formerly County Road No. 24) with the Westerly right of way line of County Road 101, THE TRUE POINT OF BEGINNING; THENCE continuing South 00°17'51" West 20.00 feet along said Westerly right of way line; thence North 89°46'35" West 220.89 feet along a line parallel with and 20.00 feet southerly of the southerly right of way line of Gibson Road; thence North 00°17'51" East 20.00 feet to said Southerly right of way line of Gibson Road; thence South 89°46'35" East 220.89 feet to the true point of beginning.

Micro Filmed

Containing 0.101 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

XEROX COPY

II. The County shall:

A. Pay the undersigned grantor the sum of $303.00 for the property as conveyed by Grant Deed No. 71-13 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through escrow number 63437 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: June 18, 1971

Paul A. Nelson

Marie Betts Nelson

Grantors

Micro Fiched

OFFICIAL SEAL
LAVERNE J. SIMONETTI
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Dec. 8, 1972

June 18, 1971
LaVerne Simonetti, Notary Public

Recommended for Approval

By

Joseph Espinoza Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

RECORDED IN OFFICIAL RECORDS
County Clerk of Yolo County

FILED

JUL 19 1971

LAURENCE P. HONIGAN, Clerk

By [illegible] Deputy

YOLO COUNTY
AGREEMENT NO. 71-400

SERVICE AGREEMENT

1. This agreement is entered into between Cubic Industrial Co., a division of Cubic Corporation, 4285 Ponderosa Avenue, San Diego, California 92112, hereinafter known as "CUBIC" and the COUNTY OF YOLO, California, to provide election support services, preventative maintenance services, and the furnishing of necessary replacement parts on Cubic Vote Counters and Cubic Buffers, owned or leased by the COUNTY OF YOLO, California, for the fees and per period shown below:

Description	Serial Numbers	Qty.	Fee/Unit Per Period	Total Fee Per Period
Vote Counters Model No. 23P	14, 43, 49, 56, 63, 89	1 5	$275/Unit $550/Unit	$ 275 $2,750
Buffers Model No. CM-11	30	1	$550/Unit	$ 550

Micro Fiche

2. All fees are due and payable in advance for one year from the effective date of this agreement. Terms are net on receipt of invoice.

3. This agreement is effective as of 15 July 1971 through and including 14 July 1972 and supersedes and cancels any other service agreement between CUBIC and the COUNTY OF YOLO in effect prior to the effective date of this agreement regarding the equipment listed above.

4. This agreement is further subject to the following:

a. Election Support:

(1) Election support services by CUBIC shall consist of providing:

(a) Training of county personnel (including precinct workers where needed) at appropriate locations in the county.

(b) Assistance in ballot printing.

(c) One time support and assistance to obtain proper operation of data processing including aid in programming, during the initial election at which the equipment is used.

(d) Miscellaneous pre-election preparation.

XEROX COPY

(2) The COUNTY OF YOLO will notify CUBIC at least 60 days in advance in writing that this equipment will be used in a forthcoming election.

(3) The equipment shall be emplaced and connected to adequate electrical power on site within a reasonable time before the scheduled date of election as mutually agreed between the parties to allow CUBIC or its authorized representatives, if any, to adjust, check out, and provide preventative maintenance to the equipment. Such reasonable time shall in no event be less than five working days from the scheduled date of elections.

(4) CUBIC or its authorized representatives, if any, shall have the necessary service personnel on site prior to, during and until the completion of any election in which the equipment is used to provide election support and maintenance service during the equipment operating period.

(5) This agreement does not provide for follow-on data processing support or additional data processing services due to customer initiated changes of computer or changes in programming.

Micro Fiche

b. Replacement Parts:

(1) This agreement includes replacement of standard parts necessary to maintain said equipment in good condition and labor necessary to make such replacement of parts, technical adjustment, cleaning and lubricating.

(2) Labor, parts and expense necessary to repair damage caused by accident, fire, water, forces of nature or unwarranted abuse, or necessary for major repairs, overhauling or altering equipment are not included in this agreement. When such service is required, an estimate of charges will be submitted for approval before work is started.

(3) This agreement does not include new attachments or operating supplies. Any new attachment added to a machine covered by this agreement will be maintained for the additional fee, if any. Such change or addition shall be incorporated by written amendment to this agreement.

c. Preventative Maintenance:

(1) In addition, up to four service calls per year may be requested by the COUNTY OF YOLO, at such times which will suit convenience, where possible. This agreement will not cover any additional calls requested during the contract period. All such extra calls shall be charged at CUBIC's then current listed rates for labor and travel. When two or more such unscheduled service calls can be covered in one trip, however, travel expenses will be equitably divided among them.

(2) All CUBIC service calls will be handled only by trained personnel qualified to handle the inspection, adjustment and repairs necessary to ensure good operating efficiency. Such trained personnel shall include CUBIC's personnel or the personnel of CUBIC's authorized representatives, if any.

d. Other Terms:

Micro Fiched

(1) In the event the COUNTY OF YOLO elects to purchase either the leased equipment under this agreement or any additional equipment from CUBIC. CUBIC agrees to provide for the service of those machines including the Buffers, as is provided hereinabove upon being requested so to do by the COUNTY OF YOLO. Such changes or additions shall be incorporated by written amendment to this agreement.

(2) CUBIC hereby agrees to defend, at CUBIC's expense, or to provide for the defense of, THE COUNTY OF YOLO in any litigation instituted against the COUNTY OF YOLO which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this agreement, whether such litigation be based upon a claim for damages or injunction, or both. CUBIC further agrees to assume and hold the COUNTY OF YOLO harmless from any monetary damages, if such should be awarded, against the COUNTY OF YOLO in any such litigation.

(3) To the extent that the listed equipment covered by this service agreement is returned (if leased), lost, destroyed or damaged beyond repair during the term hereof, this service agreement shall, as to each such piece of equipment, also to that extent thereupon terminate, and any outstanding balances under the terms of this agreement, as between the parties hereto, shall be adjusted, and paid or repaid as the case may be, to the date of such termination.

(4) This agreement shall be binding upon its being duly executed by both of the parties hereto.

DATED: 15 July 1971

CUBIC CORPORATION, LESSOR
INDUSTRIAL DIVISION

BY: C.B. Stelzer
Manager of Contracts

and

BY _____

Title Secretary

DATED: JULY 6, 1971

COUNTY OF YOLO LESSEE

BY Joseph E. Knight Jr
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____

Title Deputy Clerk

Micro Fiched

Approved as to Form
Office of
County Counsel
of Yolo County

Agreement No. 71-421

Woodland, California

July 6, 1971

STONEGATE INVESTMENT COMPANY, LTD.,

a limited partnership

Grantor

FILED

JUL - 6 1971

LAURENCE P. HONIGSAY, Clerk

By ..... Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-16 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Section 7, T.8 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

Micro Fiche

COMMENCING at the Northeast corner of said Section 7; thence North 88°44'21" West 93.01 feet along the North line of Section 7 to the Northeast corner of that certain parcel of land labeled "Hubble Ranch" on the Record of Survey filed in Book 9 of Maps and Surveys at Page 67 in the Office of the Recorder of the County of Yolo; thence South 00°01'06" East 33.01 feet along the Easterly line of the "Hubble Ranch" to the Southerly right of way line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE North 88°44'21" West 2130.83 feet along said Southerly line to the Westerly line of said "Hubble Ranch"; thence South 00°00'34" West 9.27 feet along said Westerly line; thence South 88°32'24" East 2131.03 feet to the Easterly line of said "Hubble Ranch"; thence North 00°01'06" West 16.68 feet along said Easterly line to the true point of beginning.

XEROX COPY

Containing 0.635 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed

public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $2,540.00 for the property as conveyed by Grant Deed No. 71-16 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 63124 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

Micro Fiched

C. During construction of this project (known as County Road 31, Work Order No. 4182) and prior to completion, the County will:

1. Install standard "Type WM, Metal Posts" property fence along the Southerly line of the hereinabove described property, but located on Grantor's property, between Engineer's Stations 26+75 and 47+95.

III. Grantors hereby agree to permit County or its Contractor, to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: Dec 20, 1921

Grantors

Recommended for Approval

By

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

(SEAL)

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Agreement No. 71-422

WOODLAND CITY, California

ANN M. SCHULER, also known as ANN SCHULER
Grantor

FILED
JUL - 6 1971
LAURENCE P. HEAGAN, Clerk
By [signature] Deputy

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-12 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Section 7, T.8 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the Northwest corner of Section 7, as said corner appears on the Record of Survey filed in Book 9 of Maps and Surveys at Page 67 in the Office of the Recorder of the County of Yolo; thence South 88°44'21" East 25.01 feet along the North line of Section 7; thence South 00°01'13" East 33.01 feet to the intersection of the Easterly right of way line of County Road No. 98 with the Southerly right of way line of County Road No. 31, THE TRUE POINT OF BEGINNING; THENCE South 88°44'21" East 2640.40 feet along said Southerly right of way line to the Easterly line of that certain parcel of land labeled "Schuler" on aforementioned Record of Survey Map; thence South 00°00'34" West 9.27 feet along said Easterly line; thence Nroth 88°32'24" West 2589.95 feet to a tangent curve; thence along said curve, concave to the Southeast, with a radius of 25.00 feet, thru a central angle of 91°28'49", an arc length of 31.92 feet; thence South 89°58'47" West 25.00 feet to the Easterly right of way line of County Road No. 98; thence North 00°01'13" West 26.38 feet along said Easterly right of way line to the true point of beginning.

Containing 0.301 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the

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entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $1203.00 for the property as conveyed by Grant Deed No. 71-12 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through escrow number 63123 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

Micro Fiched

C. During construction of this project (known as County Road 31, Work Order No. 4182 and prior to completion, the County will:

1. Construct gravel driveway apron with necessary roadside culvert (24" I.D.) at the following location.

Engineers Station	Top Width
26+65 Right	20'

It is mutually understood and agreed upon completion of the culvert and driveway above mentioned, it shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired, and operated as such by Grantor in

accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 2-6-74 Ann M Schuler Sr

Grantor

Recommended for Approval

By

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

(SEAL)

Micro Fiched

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

JUL - 6 1971

LAURENCE F. HENGAM Clerk

By [illegible] Deputy

AGREEMENT NO. 71-423

DOCUMENT NO. 71-17

CONSENT TO RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into this 6th day of July, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the "First Party", and Heidrick Farms, Inc., hereinafter referred to as "Second Party".

WITNESSETH:

The Second Party hereby consents to the grant deed by the owner of record of the real property hereinafter described to the First Party for construction of County Road , over, under and across that certain real property in the County of Yolo, State of California, described as follows:

A 20.00 foot wide strip of land being a portion of Parcel No. 1 of Wyckoff Estate Lands according to the Official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, on April 10, 1940, in Book 5 of Maps and Surveys, Page 22, more fully described as follows:

COMMENCING at the Northeast corner of said Lot 1; thence North 89°46'35" West 25.00 feet; thence South 00°17'51" West 25.00 feet to the intersection of the Southerly right of way line of Gibson Road (Formerly County Road No. 24) with the Westerly right of way line of County Road 101, THE TRUE POINT OF BEGINNING; THENCE continuing South 00°17'51" West 20.00 feet along said Westerly right of way line; thence North 89°46'35" West 220.89 feet along a line parallel with and 20.00 feet southerly of the southerly right of way line of Gibson Road; thence North 00°17'51" East 20.00 feet to said Southerly right of way line of Gibson Road; thence South 89°46'35" East 220.89 feet to the true point of beginning.

Containing 0.101 acres.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

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1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation of claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall:

Compensate "Second Parties" for crop loss the total sum of $60.00.

3. The County's Contractor shall be solely responsible for and damage occurring to crops on lands adjacent to the hereinabove described easement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Micro Fiched

"SECOND PARTY"

HEIDRICK FARMS, INC.

BY _____

RECOMMENDED FOR APPROVAL,

BY _____
Director of Public Works

COUNTY OF YOLO

_____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

(SEAL)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

FILED
JUL 21 1971
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rae Ligare
Deputy

AGREEMENT NO. 71 - 424

(Contract for Air Conditioning Services)

This agreement made this 12th day of July, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and M. G. TALBOT, hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY desires to update and improve the air conditioning system of the Yolo County Courthouse, Woodland, California.

2. CONTRACTOR is a duly licensed and qualified Professional Engineer with a knowledge of the mechanics and engineering features of air conditioning installation.

3. CONTRACTOR has heretofore submitted plans for the North East one-quarter of floors 1 and 2 of the Yolo County Courthouse, Woodland, California.

AGREEMENTS:

I. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to provide to COUNTY, the following services:

a. To prepare and submit plans and specifications for air conditioning the east one-half of the first floor (basement) and the east one-half of the second floor (lobby floor), Yolo County Courthouse, Woodland, California.

b. CONTRACTOR agrees to prepare and submit a material list for the air conditioning equipment for that portion of the Yolo County Courthouse referenced in paragraph a. above.

c. CONTRACTOR is to provide supervisorial services by making periodic visits to the site to familiarize himself of the progress and quality of the work and to determine in general

that the work is proceeding in accordance with plans and specifications. CONTRACTOR shall endeavor to guard the COUNTY against defects and deficiencies in the work being done. CONTRACTOR shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. CONTRACTOR shall not be responsible for the construction means, methods, techniques, sequences or procedures.

d. CONTRACTOR is to prepare and make plan alterations discovered to be necessary as the work of installation progresses.

II. In accordance with the terms and conditions of this agreement, COUNTY agrees as follows:

Micro Fiched

a. To submit a draft in the amount of $397.00 for engineering services previously rendered, as referenced in paragraph 3 above, upon the execution of this document.

b. To pay CONTRACTOR, in addition, $850.000 flat fee for the work specified in paragraphs I.a. and b. and at a rate of $10.00 per hour for those services specified in paragraphs I.c. and d.; in no event shall the fee over and above the amount specified in II.a. exceed $1,250.00. Said compensation to be paid in the following installments:

1. Said $850.00 to be paid upon delivery of the plans and specifications of Paragraph I.a. and b.

2. Balance to be paid upon completion of the installation of the air conditioning for the East one-half of floors 1 and 2, Yolo County Courthouse, or six months from the date that plans and specifications are submitted to the COUNTY, whichever date occurs first; subject to the submission of a verified voucher submitted by CONTRACTOR.

III. IT IS MUTUALLY AGREED THAT:

a. This agreement may be terminated by either party upon

fourteen (14) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the CONTRACTOR, the CONTRACTOR shall be paid his compensation for services performed to termination date.

b. This contract shall expire one year from the date first above written.

IT WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

COUNTY OF YOLO, A political subdivision of the State of California

Joseph Espiganero Jr
CHAIRMAN - BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, Clerk

by Barbara Rodgers Deputy

Micro Fiched

MICHAEL G. TALBOT, P. E.

Michael G. Talbot
CONTRACTOR

FILED
AUG 10 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 71-425

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 12th day of July, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ROBERT E. FISHER, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

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RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.

2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:

   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.

   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every fifth day.

   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.

XEROX COPY

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,000.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

a. The term of this agreement shall commence on July 1st, 1971, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered

in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Filmed

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical

treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

e. This agreement supersedes all other agreements between the parties for services as a full time hospital-based physician at Yolo General Hospital.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Joseph Espiguero Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

ROBERT E. FISHER, M. D.

FILED
AUG 10 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 71- 426

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 12th day of July, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RONALD C. MYNOM, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

Micro Filmed

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every fifth day.
   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.

XEROX COPY

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,300.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

Micro Fiched

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 1st, 1971, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered

in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Filmed

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo Gemral Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical

treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

e. This agreement supersedes all other agreements between the parties for services as a full time hospital-based physician at Yolo General Hospital.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

_____
RONALD C. NYROP, M. D.

FILED
AUG 10 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROBERTS
Deputy

AGREEMENT NO. 71 - 427

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 12th day of July, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YIN YAN CHENG, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every fifth day.
   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.

XEROX COPY

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,500.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

Micro Fiched

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 1st, 1971, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered

in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Fiched

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical

treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

e. This agreement supersedes all other agreements between the parties for services as a full time hospital-based physician at Yolo General Hospital.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HINIGAN, CLERK

BY BARBARA A. RODGERS
DEPUTY

(SEAL)

Micro Fiched

_____
YIN YAN CHING, M. D.

FILED
AUG 10 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 71-428

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 12th day of July, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DOUGLAS S. FINCH, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every fifth day.
   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.

XEROX COPY

2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,300.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $3,000,000 aggregate.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

Micro Fiched

a. The term of this agreement shall commence on July 1st, 1971, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered

in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

Micro Fiched

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical

treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

c. This agreement supersedes all other agreements between the parties for services as a full time hospital-based physician at Yolo General Hospital.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

LAURENCE P. BENIGAN, CLERK

BY BARBARA A. KOLOGES
DEPUTY

(SEAL)

_____
DOUGLAS S. FINCH, M. D.

FILED
AUG 10 1971
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 71-429

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 12th day of July, 1971, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DUANE D. ANDERSON, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

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RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.

2. COUNTY desires to retain PHYSICIAN'S services as a full time hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients, emergency patients and out-patients of COUNTY at Yolo General Hospital as follows:

   a. That staff time of PHYSICIAN shall include in-patient, out-patient clinic and emergency services and care to patients as assigned between 8:00 A. M. and 5:00 P. M. on week days by the Medical Director.

   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every fifth day.

   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.

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2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $2,300.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

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c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on July 1st, 1971, and continue until written notice of cancellation is served by either party on the other, at least thirty (30) calendar days in advance of date of cancellation.

b. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered

in a competent, efficient and satisfactory manner.

c. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement on a full time basis as an independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a full time contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital, and PHYSICIAN agrees not to engage in the private practice of medicine during the effective life of this agreement.

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As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

d. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical

treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

e. This agreement supersedes all other agreements between the parties for services as a full time hospital-based physician at Yolo General Hospital.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Donna Sneigard Jr.
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY BARBARA A. ROGGERS
DEPUTY

(SEAL)

DUANE D. ANDERSON, M. D.

FILED

JUL 29 1971

LAURENCE P. HEMIGAN, Clerk

By Barbara A. Rodgers
Deputy

Agreement No. 71-430

SACRAMENTO, California

June 29, 1971

Bank of America NT&SA, Executor of the Estate of John D. Corcoran

Grantors

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 71-15 in the form of a Grant Deed, covering the following described property:

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A 15 foot wide strip of land being a portion of the Southeast quarter of Section 30, T.9N, R1E., M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the Southeast corner of Section 30; thence North 00°02'23" East 30.00 feet along the East line of said section to the Northerly right of way line of County Road 29; THE TRUE POINT OF BEGINNING; THENCE North 89°57'37" West 2336.00 feet along said Northerly right of way line; thence North 00°02'23" East 15.00 feet thence South 89°57'37" East 2336.00 feet along a line parallel with and 15.00 feet North of the Northerly right of way line of County Road 29 to the East line of Section 30; thence South 00°02'23" West 15.00 along the East line of Section 30 to the true point of beginning.

Containing 0.804 acres.

has been executed and delivered to Howard Van Reyper, Jr., Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $802.00 for

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the property as conveyed by Grant Deed No. 71-15 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through escrow number 63387 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

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C. During construction of this project (known as County Road 29, Work Order No. 4188) and prior to completion, the County will:

1. Place 36" x 65' CMP culvert under County Road 29 at Engineers Station 36+78.
2. Construct gravel driveway apron with necessary roadside culvert (24" I.D.) at the following location.

Engineers Station	Top Width
36+30 Left	16'

It is mutually understood and agreed upon completion of the culvert and driveway above mentioned, it shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired, and operated as such by Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

III. Grantors hereby agree to permit County or its Contractor, to enter upon the lands of the Grantor as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: June 29, 1971

Bank of America NT&SA, Executor of the Estate of John D. Corcoran

BY: [signature] (Trust Officer)

BY: [signature] (Assistant Trust Officer)

GRANTORS

Recommended for Approval

By [signature]

COUNTY OF YOLO

[signature]

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

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NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

FILED

JUL 12 1971

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 71-431

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT made the 28th day of June, 1971, by and between RICHARD C. LANDUCCI, doing business as M. J. LANDUCCI & SON, hereinafter called CONTRACTOR, and the COUNTY OF YOLO, a political subdivision, hereinafter designated as the OWNER,

W I T N E S S E T H:

That CONTRACTOR and OWNER for the considerations hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK

In accordance with the terms of this Agreement and the Contract Documents referred to herein, Contractor agrees at Contractor's own cost and expense to provide all materials, labor, taxes, services, insurance, transportation, facilities and incidentals necessary, convenient and proper in order fairly to perform in a workmanlike manner faithfully and fully the work set forth in the Drawings and Specifications entitled Animal Shelter for Yolo County, California prepared by Dean F. Unger, A.I.A. Inc., hereinafter called ARCHITECT.

ARTICLE II. CONTRACT DOCUMENTS

The Contract Documents consist of the following:

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Advertisement for Bids
Instructions to Bidders
Proposal Form
Construction Agreement
Faithful Performance Bond
Payment Bond
General Conditions
Supplementary Conditions
Drawings
Specifications

together with all modifications and addenda included in these documents before their execution. All Contract Documents are complementary so that work or agreements called for in one and not mentioned in another are to be executed as though mentioned in all, and each and every difference of opinion respecting the same shall be finally determined by the Architect.

ARTICLE III. EXTRA WORK

The work to be performed under this Construction Agreement shall not be altered or changed in any manner unless Architect shall first so order. Whenever any such change or alteration is so ordered, the particular change or alteration shall be specified in writing and the cost thereof agreed upon between Owner and Contractor. In no case shall Owner pay or become liable to pay for any extra work done on or extra material furnished upon, in or about said work, save and except as otherwise provided for in said Drawings and Specifications; said Drawings and Specifications shall control in all particulars.

ARTICLE IV. CONTRACT TIME

A. Time: The Contractor shall start the work to be performed under this Contract within five (5) calendar days after having been given written notice to proceed by the Owner. Said work shall be

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diligently prosecuted to completion. The work shall be completed within 150 calendar days after date of start of construction.

B. Extension of Time: Extensions of time shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or of the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same), and severe weather -- or delays of Sub-contractors due to such causes provided that the Contractor shall notify the Architect in writing, of the causes of delay and the Owner shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.

C. Damages: Should the Contractor fail to complete this agreement and the work provided herein within the time fixed for such completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to Owner for all loss and damage which the latter may suffer on account thereof.

D. Liquidated Damages: It is hereby understood and agreed that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which Owner will sustain in the event of, and by the reason of delay in performance of this agreement; and it is therefore agreed that Contractor will pay Owner the sum of Fifty ($50.00) Dollars per each day and each day's delay beyond the time herein prescribed in finishing the said work, as liquidated damages; Contractor agrees to pay said liquidated damages as herein provided and in case the same shall not be paid, agrees that Owner may deduct the amount thereof from any money due or that may become due Contractor under this Construction Agreement, and that Owner shall have the right, in addition to any other remedy that may be available to Owner.

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ARTICLE V. CONTRACT SUM

In consideration of the agreements on the part of Contractor and the strict and literal fulfillment of each and every such agreement and as compensation agreed upon for said work, Owner agrees to pay for the performance of the Contract subject to additions or deductions provided for therein, the sum of ONE HUNDRED TWENTY THOUSAND NINE HUNDRED SIXTY-FOUR DOLIARS ($120,964.00) in legally executed warrants of the Owner in progress payments in the manner set forth in the Contract Documents. Said sum represents the base bid together with the following accepted alternates as set forth in the Contractor's accepted bid: Alternate #4.

ARTICLE VI. HOURS OF LABOR

A. General: Eight hours of labor shall constitute a legal day's work upon all work done hereunder and forty hours of labor shall constitute a legal week's work upon all work done hereunder. It is expressly stipulated that no workmen employed at any time by the Contractor or any subcontractor or subcontractors under this project upon the work or upon any part of the work contemplated by this Contract shall be required or permitted to work thereon more than eight hours in any one calendar day and forty hours in any one calendar week except as provided in Sections 1810 and 1815, inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein.

B. Reporting: Contractor and any subcontractor or subcontractors under this Contract shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed in connection with the work or upon any part of the work contemplated by this Contract. The records shall be kept open at all reasonable hours to the inspection of the Owner and to the Division of Labor Law Enforcement.

C. Penalty: It is further expressly stipulated that for each and every violation of this stipulation said Contractor shall forfeit as a penalty to the Owner Twenty-Five Dollars ($25.00) for each workman employed in the execution of this Contract or by any subcontractor under this Contract for each calendar day during which said workman is required or permitted to labor more than eight hours, in any one calendar day and forty hours in any one calendar week, and said labor is in violation of the provisions of said section of the Labor Code.

ARTICLE VII. APPRENTICES

A. Authority to Employ: Properly indentured apprentices may be employed upon this work. In accordance with Section 1777.5 of the Labor Code of California, such apprentices must be in training upon apprenticeship standards and written apprenticeship agreements pursuant to Section 3070, et seq. of the Labor Code of California, and the employment of such apprentices shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he is employed and shall be employed only at the work of the craft or trade to which is indentured.

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B. Application for Certificate: If Contractor or any subcontractor under him, in performing any work hereunder employs workmen in any apprenticeable craft or trade, the Contractor and subcontractor pursuant to Labor Code Section 1777.5 shall apply in each such case to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of the site of the work performed hereunder.

C. Employment of Apprentices: The Contractor or subcontractor, if he is covered by Labor Code Section 1777.5, shall upon the issuance of the approval certificate in each such craft or trade, employ the proper number of apprentices.

D. Contribution to Apprenticeship Program: Contractor or any subcontractor under him, who, in performing any of the work hereunder, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the work performed hereunder, to which fund or funds other contractors in said area are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the work performed hereunder in the same amount or on the same basis and in the same manner as the other contractors do.

E. Discrimination: Contractor and any subcontractor under him, in accordance with Labor Code Section 1777.6 shall not refuse to accept otherwise qualified employees as indentured apprentices on the work to be performed hereunder solely on the ground of the race, creed, national origin, or ancestry, or color of such employee.

ARTICLE VIII. TRAVEL AND SUBSISTENCE PAY

There shall be paid to each workman needed to execute the work to be performed hereunder such travel and subsistence payments as are defined in the applicable collective bargaining agreements filed in accordance with the provisions of Labor Code Section 1773.8. To establish such travel and subsistence payments this section requires the representative of any craft, classification or type of workman needed to execute this Contract, to file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

ARTICLE IX. DOMESTIC MATERIALS

Delete

ARTICLE X. SUBCONTRACTORS

It is hereby understood and agreed that the provisions of the subletting and subcontracting Fair Practices Act, Government Code Sections 4100 through 4113 shall be binding upon the parties hereto, and by this reference are deemed incorporated in this agreement to the same effect as if set forth herein in full.

ARTICLE XI. WORKMEN'S COMPENSATION

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A. In accordance with the provisions of Section 3700 of the California Labor Code, Contractor will be required to secure the payment of compensation to his employees.

B. Pursuant to the provisions of Labor Code Section 1861, Contractor shall sign and file with the Owner the following certification prior to performing the work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

ARTICLE XII. BONDS

Contractor shall furnish and deliver to Owner for its approval upon the execution of this Construction Agreement two good and sufficient bonds issued by a Surety Company authorized to do business in the State of California and shall maintain such bonds during the entire life of the Construction Agreement. One such bond shall be in the sum of One Hundred Percent (100%) of the contract sum and shall be conditioned for the faithful performance of said Contractor of this agreement according to the terms and provisions herein. The second bond shall be a Payment Bond in the sum of not less than one-half of the Contract sum in accordance with and in the form required by Sections 3247 to 3252, inclusive, of the California Civil Code. No pre-payment or delay in payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no forebearance on the part of Owner shall in anywise affect the obligations of the surety on the bonds, and the surety does hereby waive notice of and consents to any such payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specification and forebearance and said surety does hereby waive to provisions of Sections 2819 and 2845 of the California Civil Code.

ARTICLE XIII. PREVAILING WAGES

A. Wage Rates: Pursuant to Section 1773 of the Labor Code of California, the Owner has ascertained the general prevailing rate of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute this contract. The prevailing rates so determined, which must be complied with as a minimum, are as set forth by the Building and Construction Trades Council of Sacramento-Yolo Counties.

B. Stipulation: It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the Contract.

C. Records: The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed in connection with the execution of the agreement or any subcontracts thereunder and showing also the actual per diem wages paid to each of said workers which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Division of Labor Law Enforcement.

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D. Penalty: Pursuant to the provisions of Sections 1770 and 1780, inclusive, of the Labor Code of California, it is hereby agreed and stipulated that Contractor shall forfeit to the Owner as a penalty, Twenty-five Dollars ($25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this agreement by him or any subcontractor under him.

E. Unlisted Trades: All skilled labor not listed below that may be employed shall be paid not less than the union wage scale for such labor in the locality where such work is being performed. In case it becomes necessary for the Contractor or any subcontractor to employ on the work under this Contract any person in the trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the Contractor shall immediately notify the Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate base thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

F. Prevailing Rates: The per diem wage is the hourly wage rate multiplied by the number of hours constituting a working day. The following hourly wage rates are based on an eight hour day, forty hour week, Monday through Friday, inclusive, with the exception of Painters, whose rates are based on a seven and one-half hour day, thirty-seven and one-half hour week.

Basic Rate Per Hour	Classification

SEE HOURLY WAGE RATE SCHEDULE ATTACHED HERETO

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement the day and year first above written.

CONTRACTOR:

RICHARD C. IANDUCCI, dba
M. J. IANDUCCI & SON
227 Schuerle Street
Woodland, California

BY Richard Ianducci
Authorized Person

OWNER:

COUNTY OF YOLO
County Court House
Woodland, California

BY Joseph Espiguero Jr
CHAIRMAN OF THE BOARD OF SUPERVISORS

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HOURLY WAGE RATE SCHEDULE

SPECIAL NOTICE:

≠ denotes amount of VACATION included in basic wage rate.
+ denotes APPRENTICESHIP TRAINING and/or JOURNEYMAN TRAINING.
++ denotes PROMOTION FUND and/or INDUSTRY FUND.
* denotes HOLIDAY PAY.
** denotes HIRING HALL TRUST FUND.
# denotes OCCUPATIONAL HEALTH.
#≠ denotes DUES CHECKOFF.
X denotes CONTRACT ADMINISTRATION FUND.
& denotes EDUCATIONAL FUND.
≠/≠ denotes SICK LEAVE.

See below for explanation of OVERTIME rates.
Fringe Benefits are the same for Foreman unless otherwise specified.

	RATE	OVER-TIME	H & W	VACA-TION	PEN-SION	MISC.
Boilermaker-Blacksmith	7.20	14.40	30¢	45¢	70¢	2¢+
" Foreman	7.70	15.40				
Bricklayer	7.73	15.46	25¢	≠(40¢)	20¢	12¢++
" Foreman (+ 1 hr. straight time per day)						
Carpenter	6.945	(II)	45¢	50¢	50¢	2¢+
" Foreman	7.695	(II)				1¢++
Carpet-Linoleum Layer	6.895	13.79	40½¢	82¢	30¢	7¢+
" Foreman	7.27	14.54				11¢≠/≠
Cement Masons	5.94	(I)	36¢	75¢	75¢	
" Foreman	6.44	(I)				
Drywall Installer (Sheetrock)	7.25	14.50	45¢	50¢	50¢	4¢+
" Foreman (+75¢)						3¢++
Electrician	7.78	15.56	31¢	≠(8%)	55¢	2¢X
" Foreman	8.95	17.90	(+ International Pension 1%)			4½¢+

Engineers

Group 1 $5.75
Assistant to Engineer (Fireman, Oiler, Signalman, Tar Pot Fireman)

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Group 2 $5.99
Concrete Mixer (up to and including one yard), Spreader Boxman (with screeds), Tar Pot Fireman (power agitated)

Group 3 $6.13
Box Operator (bunker), Oiler (chauffeur's license required), Class A, Trenching, Machine-Maximum Digging Capacity 3 ft. depth.

Group 5 $6.68
Concrete Mixers (over 1 yard), Welding Machines (gasoline or diesel) (2 to 7).

Group 6 $6.78
Concrete Batch Plants (wet or dry), Mechanical Purm, Curb and /or Curb and Gutter Machine, Concrete or Asphalt, Roller.

Group 7 $6.88
Concrete Conveyor, Building Site

Group 8 $7.16
Concrete Batch Plant (multiple units), Dozer Sheepfoot, tractor, trenching machine (assistant to engineer required).

			Health and Welfare	Pension		
			47½¢	50¢	67½¢	14¢+
Floorlayers-Hardwood	7.095	(II)	45¢	50¢	50¢	2¢+
" Foreman	7.845	(II)				1¢++
Glazier	6.65	(III)	15¢	8%	35¢	3%*
						1¢++
Hod Carrier-Brick	5.305	10.61	29½¢	50¢	60¢	2½¢++
" " - Plaster	5.65	11.30	29½¢	70¢	60¢	4¢++
Iron Worker-Ornamental	8.03	16.06	43¢	≠(50¢)	42½¢	2¢+
" Structural	8.03	16.06				1¢X
" Fence Erector	7.89	15.78				
" Reinforcing	7.98	15.96				
" Foreman (+75¢ per hour)						
Laborers			50¢	60¢	60¢	4¢+
" Foreman	5.61					
Group 1	5.185					
Group 2	5.035					
Group 3	4.935					
Lather	6.45	12.90	29½¢	1.00	20¢	10¢++
" Foreman	6.85	13.70				
Millmen	4.41	(I)	22.85 per mon.	1400 hr. =1 wk.	15¢	
Millwright	7.245	(II)	45¢	50¢	50¢	2¢+
" Foreman	7.995	(II)				1¢++
Painter-Brush	6.57	(VI)	39¢	40¢	40¢	40¢*
" Spray	6.82	(VI)				
" Foreman - 3 to 4 men include ½ hr. additional per day.						
5 to 9 men include 1 hr. additional per day.						
10 or more men include 1½ hr. additional per day.						
Piledriver	7.01	(VII)	45¢	50¢	50¢	2¢+
" Foreman	7.76	(VII)				
Plasterer	6.30	12.60	29½¢	1.00	35¢	10¢+
" Foreman (+ $2.00 per day)						
Plumber-Steamfitter	8.13	16.26	60¢	≠(80¢)	80¢	6¢+
" Foreman	8.91	17.82		≠(85¢)		10¢++
Roofer	6.07	(IV)	48¢	60¢	40¢	
" Felt Machine Operator	6.32	(IV)				
" Mastic Floor Layer (+75¢ per hr. for pitch)	6.32	(IV)				
" Foreman	6.57	(IV)				
Sheet Metal Worker	7.00	14.00	36¢	70¢	64¢	14¢+
" Foreman	7.56	15.12				
Shinglers-Wood & Compo.	7.095	(II)	45¢	50¢	50¢	2¢+
" Foreman	7.845	(II)				
Sign Writer	5.96	(V)	27½¢	4%	15½¢	

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Teamsters
CLASSIFICATION
All Dump Trucks (single or multiple dump units including semi's and double and transfer units)

	5/1/68	6/1/69	6/1/70
Under 4 yds. (water level)	4.775	5.215	5.675
4 yds. and under 6 yds. (water level)	4.87	5.31	5.77
6 yds. and under 8 yds. (water level)	5.07	5.51	5.97
8 yds. and inc. 12 yds. (water level)	5.31	5.75	6.21
Over 12 yds. and inc. 18 yds. (water level)	5.35	5.79	6.25
Over 18 yds. and inc. 24 yds. (water level)	5.455	5.895	6.355
Over 24 yds. and inc. 35 yds. (water level)	5.51	5.95	6.41
Over 35 yds. and inc. 50 yds. (water level)	5.66	6.10	6.56
Over 50 yds. and under 65 yds. (water level)	5.81	6.25	6.71
65 yds. and inc. 80 yds. (water level)	5.96	6.40	6.86
Over 80 yds. and inc. 95 yds. (water level)	6.11	6.55	7.01
Bulk Cement Spreader (w/or w/o Auger)	Use Dump Truck Rate		
Dumpcrete Truck	Use Dump Truck Rate		

	5/1/68	5/1/68	6/1/69	6/1/70
ALL TRANSIT MIX OR AGITATOR TRUCKS				
Under 6 yds.		4.925	5.365	5.825
6 yds. and under 8 yds.		5.025	5.465	5.925
8 yds. through 10 yds.		5.125	5.565	6.025
Over 10 yds. through 12 yds.		5.225	5.665	6.125
Over 12 yds. through 14 yds.		5.325	5.765	6.225
Over 12 yds. through 14 yds.		5.325	5.765	6.225
WATER TRUCKS				
Gallonage capacity shall be clearly indicated on all Tanks				
Under 2,500 gals.		4.885	5.325	5.785
2,500 and under 4,000 gals.		4.985	5.425	5.885
4,000 and under 5,000 gals.		5.095	5.525	5.985
5,000 and under 7,000 gals.		5,185	5.625	6.085

WELFARE BENEFITS

Each Employer covered by this Agreement shall contribute the amounts hereinafter set forth for the purposes for each hour for which an emboyee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Construction Teamsters Health & Welfare Trust Fund for Northern California.

(A) Hospital, Medical and Surgical Benefits:

(*) (**) 25½ cents per hour effective June 1, 1968
29 cents per hour effective November 1, 1968
32½ cents per hour effective November 1, 1969
35½ cents per hour effective November 1, 1970

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(B) Dental Care Benefits:
10 cents per hour effective June 1, 1968

(C) Visual Care Benefits:
4½ cents per hour effective June 1, 1968

(D) Prescription Drug Benefits:
5½ cents per hour effective June 1, 1968

(E) Retired Employees Health & Welfare Benefits:
1 cent per hour effective May 1, 1966

(*) Trustees to work out application of .01¢ per hour for Employee Claim Administration.

(F) Pensions:
40 cents per hour effective November 1, 1970

(***) Optional: If not needed for increased pension benefits, shall be applied to wages. Union to notify Employer sixty (60) days in advance as to application of this money.

VACATIONS AND HOLIDAYS:

65 cents per hour effective November 1, 1970.

	RATE	OVER-TIME	H & W	VACA-TION	PENS-IONS	MISC.
Tile Setter	6.25	12.50	42¢	80¢	35¢	10¢++ 15¢‡= 10¢++ 10¢‡‡
Tile Setter Helper	4.90	9.30	22¢	26¢		

OVERTIME

Any additonal time worked after the regular work day, Saturday, Sunday, and holidays shall be considered overtime and paid for at double the straight time rate unless otherwise specified hereon.

(I) For the first two hours after the regular work day, overtime shall be paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on saturday, sunday and holidays shall be paid for at the double time rate.

(II) For the first four hours after the regular work day, overtime shall be paid for at the rate of time and one-half. All additional time worked up to 8:00 a.m., and on saturday, sunday and holidays shall be paid for at the double time rate.

(III) For the first two hours after the first eight hours, monday through friday,and the first four hours on saturday morning in the shop, time and one-half shall be paid. All other overtime shall be double time rate.

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(IV) Any additional time worked after the first eight hours of the regular work day and saturday shall be paid for at the rate of time and one-half. Sunday and holidays shall be paid for at the double time rate.

(V) All working hours beyond the regular work day, monday through friday, shall be paid for at the rate of time and one-half, providing no overtime exceeds 4 hours at the time and one-half rate. All work in excess of 4 hours overtime shall be paid at the rate of double time. All work performed on sunday shall be double time and paid at twice the straight-time rate.

(VI) Any additional time worked after the first seven hours of the regular work day shall be paid for at the rate of time and one-half. Saturday, Sunday and holidays shall be paid at the double time rate.

(VII) Overtime shall be paid at the double time rate except time and one-half shall be paid from 12"30 p.m. to 4:30 p.m. on friday, if worked.